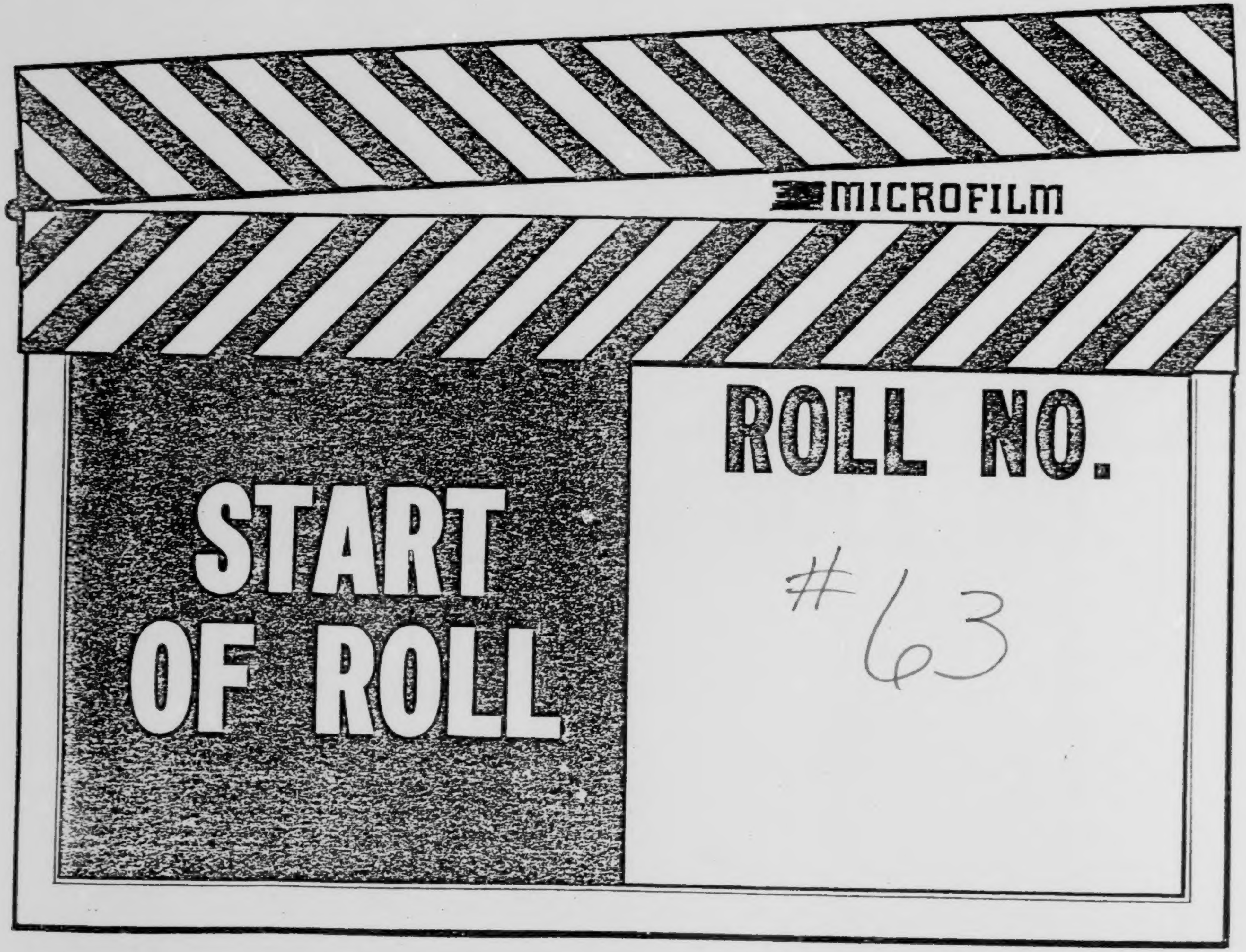

MICROFILM

START OF ROLL

ROLL NO.

#63

27-3405 Maintenance building at 1952
Grand Ronde on the Salmon
#3721 River Highway.

R

RECEIVED
DEC 1952
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 2, 1952

27-3405

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3721	4-final	Enoch I. Maers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21889	R-54469	$ 840.00	11/28/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A A Wicklander
ACCOUNTING DIVISION

Specified Completion Date: **Oct. 31, 1952**

Time Extensions: **None**

Completion Date: **Sep. 15, 1952**

Date Accepted: **Nov. 24, 1952**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **12-2-52**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 2 1952
a a Wicklander

NOTED ON CARD
12-2-52 gl

RECEIVED
OCT 8 - 1952
FOR FILING

27-3405

3721

8

October 3, 1952

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor Mills Tower
San Francisco, California

Gentlemen:

State Highway Contract No. 3721 for construction of a maintenance building at Grand Ronde in Polk County was completed by the contractor, Enoch I. Maera, on September 15, 1952, but has not as yet been accepted by the Commission.

Final payment in the amount of $5,724.70 will be released to the contractor on or after acceptance by the Commission. The total contract amount is $11,239.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Ken Potts Insurance Agency
229 North Liberty Street
Salem, Oregon

Noted on card
mD

RECEIVED
JUN 19 1952
FOR FILING

27-3405

3721

June 18, 1952

Mr. Enoch I. Maerz
695 Court Street
Salem, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3721, which was awarded to you on May 26, 1952 by the State Highway Commission, covering construction of Grand Ronde Maintenance Building, Polk County.

We are also mailing an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 29 1952
FOR FILING

27-3405

3721

May 28, 1952

Enoch I. Maerz
478 Gerth Avenue
Salem, Oregon

Dear Mr. Maerz:

The State Highway Commission on Monday, May 26, 1952 awarded you Contract No. 3721 for the maintenance building at Grand Ronde on the Salmon River Highway in Polk County. This award was based on your low bid of $11,200.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

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FOR FILING
FORM E-30X 15M 1-52 85419

27-3405

3721

Grand Ronde

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1952

SUBJECT: Maintenance Station building at Grand Ronde

To:

Mr. G. S. Paxson
Bridge Engineer
Office

Dear Sir:

The 1952 Maintenance Station building budget includes the construction of a standard maintenance station building at Grand Ronde. We attach hereto a copy of our old Drawing No. 8242, prepared to cover this construction in 1945 which has been revised to show the new proposed location of the building 20' from the south property line and 20' from the east property line.

The building proposed is a standard block masonry building 28'x78' with a standard shop unit on the west end and 4 storage bays on the east end. We should have standard uplift doors and aluminum roofing. The contract should include wiring and hookup to power line which is immediately adjacent and standard plumbing and hookup to water pipes which are now located at the gas pump island.

It is specifically requested that the drain sump ~~and~~ in the shop bay be omitted and that the entire floor be sloped to drain towards the front door. It is also suggested that the septic tank and drainage field be located in the 20' strip south of the building which will not be utilized for driveway or parking area.

The existing gate and gas pump are correctly shown on the plan. The existing temporary building which the section crew is using is not located; however it is to the north of the gas pumps and will not interfere with the contractor in any way. Our estimate of cost will be 2184 sq. ft. at $6.50 plus 12½% for engineering, $15,970. The building site at Grand Ronde is leveled and there will be no grading or excavation other than that necessary for footings.

Very truly yours,

IAD

I. A. DeFrance
Assistant Maintenance Engineer

IAD/db
cc- W. W. Stiffler
J. D. Walker

NOTED
W. W. STIFFLER
fde

327-1706 Independence (10th St.) 1952
Grading & Paving Project
#3722 in Independence.

NOTED
J. W. CATTRALL

December 12, 1952

Mr. A. L. Harding
City Recorder
Independence, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Sir:

Contract No. 3722 with Central Paving Company for grading and paving on the Independence (10th Street) city street section was completed October 2, 1952, and accepted by the Highway Commission November 24, 1952.

Pursuant to the agreement between the State Highway Commission and City of Independence, dated May 27, 1952, the city assumes the maintenance of and continues jurisdiction over the above project as of the date of completion, October 2, 1952.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

R

RECEIVED
DEC 22 1952
FOR FILING

327-1706

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 11, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3722	4-final	Central Paving Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22625	R-55305	$500.00	Dec. 10/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A A Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 15, 1952

Time Extensions: to Oct. 15, 1952 without penalty

Completion Date: Oct. 2, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-12-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary
H B Glaisyer

Warrant Mailed: DEC 12 1952
A A Wicklander

NOTED ON CARD
12-12-52 gl

RECEIVED

FOR FILING

337-[illegible]

November 28, 1952

General Casualty Company of America
John Pfaff, Agent
148 C St.
Independence, Oregon

Dear Sir:

State Highway contract No. 3722 for work performed on the Independence (10th St.) Section, City Street, in Polk County was completed by the contractor, Central Paving Company on October 2, 1952 and was formally accepted by the Commission on November 24, 1952.

Final payment in the amount of $500.00 will be released to the contractor on or after December 9, 1952. The total contract amount is $11,412.66, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - General Casualty Company of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Surety Dept.

NOTED ON CARD

11-28-52
rm

RECEIVED
NOV 14 1952
FOR FILING

337-1716

3722

November 13, 1952

General Casualty Company of America
148 "C" Street
Independence, Oregon

Attention: Mr. John Pfaff

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Central Paving Company on Contract No. 3722 covering grading and paving on city streets in Independence, Polk County. This payment, in the amount of $563.64, will be made to the contractor on or after November 24, 1952. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands, incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attention: Surety Department

[illegible]
MK

RECEIVED
NOV [illegible] 1952
FOR FILING

[illegible]

-72-

November 6, 1952

Central Paving Co.
P. O. Box 42
Dallas, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 30 days, from September 15 to October 15, 1952, within which to complete your contract No. 3722 for grading and paving on the Independence City Street (10th St.) Section in Polk County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

John F. McGee,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

11-6-52

Form E-1—10M—7-50

327-1706

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Independence (10th Street)
For Week Ending November 1, 1952
Highway City Streets
Kind of work Grading & Paving
Contractor Central Paving Co.
Section prefix 327-1706
Contract number #3722
Date of contract May 26, 1952
Date of completion Sept. 15, 1952
Date work started Aug. 19, 1952
Estimated date of completion Oct. 2, 1952
Amount of contract $12,145.00
Per cent of time elapsed 115.93 %
Estimated cost of completed project, exclusive of engineering $
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $1,912.00, 196.79 %
Date project was completed Oct. 2, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

O'Neil 4 days; Garrow 3 days.

Expect to submit Semi-Final to Division Office Monday Nov. 3rd.

Garrow on Exchange time Monday and Tuesday 27th and 28th.

O'Neil on Vacation leave Friday 31st.

NOTED
C. SMITH

RECEIVED
NOV - 3 1952
DIVISION ENGINEER
DIVISION NO. 2

RECEIVED
NOV - 3 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. F. McGee
Address Res. Engr., Lab. Bldg.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 41606

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SEP 30 1952
FOR FILING

September 29, 1952

Request for extension of time
No. 2
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Central Paving Company for an extension of time on Contract No. 3752, 10th Street Section in Independence, from September 15, 1952 to October 15, 1952.

The City of Independence desired to make some water-main changes prior to the paving on this street, and also was required to have several telephone poles removed from the area. Delay on the part of the City held up the Contractor for almost two months.

Since the holdup was not the fault of the Contractor, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure
cc Mr. H. G. Smith

hi

RECEIVED

FOR FILING

June 18, 1952

Central Paving Company
P. O. Box 42
Dallas, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3722, which was awarded to you on May 26, 1952 by the State Highway Commission, for grading and paving on the Independence (10th Street) Section in Polk County.

We are also mailing a fully executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 10 1952
FOR FILING

3722

Salem, Oregon
June 5, 1952

Mr. John W. Cattrall,
City & County Relations Dept.
Office

Attached hereto is an unexecuted copy of an agreement between the State Highway Commission and the City of Independence covering the improvement of Tenth Street from "E" Street to "H" Street, a distance of approximately 0.20 mile, in connection with the $250,000 city allotment fund.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Independence.

Yours very truly,

Secretary

rn
Attach: 1

RECEIVED
JUN 10 1952
FOR FILING

3732

June 5, 1952

A. L. Harding, City Recorder
City Hall
Independence, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Independence covering the improvement of Tenth Street from "E" Street to "H" Street, a distance of approximately 0.20 mile, in connection with the $250,000 city allotment fund.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
MAY 29 1952
FOR FILING

May 28, 1952

Central Paving Company
P. O. Box 42
Dallas, Oregon

Gentlemen:

The State Highway Commission on Monday, May 26, 1952 awarded you Contract No. 3722 for the Independence (10th Street) Grading and Paving Project in Polk County. This award was based on your low bid of $12,145.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

Cattrall

CITY OF INDEPENDENCE
INDEPENDENCE, OREGON

November 7, 1951

NOTED
J. W. CATTRALL

Office of City Recorder

State Highway Commission,
Salem, Oregon.

Dear Sirs: Re: Special City Allotment,
City of Independence
Tenth Street Improvement.

In accordance with your request the Independence city council at its regular meeting on November 7, 1951, passed a resolution that the city will bear all expenses of the improvement of Tenth Street in excess of $15,000.00, in accordance with Resolution No. 304A, a copy of which has been sent to you.

It was also provided in the resolution that the city will take all necessary steps to keep that part of Tenth Street free from sawdust or other debris.

It is understood that you will refer the bid to the city for final approval in the event that the bid should exceed $15,000.00.

Very truly yours,

Harding
City Recorder.

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

RECEIVED
NOV [illegible] 1951
OREGON
STATE HIGHWAY COMMISSION

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NOV [illegible] 1951
ENGINEER
COUNTY & CITY RELATIONS

OK
mc

Application No. 16

10-51

INDEPENDENCE
Polk County
Population:
1940 - 1,372
1950 - 1,987
Division II

Previous Projects	Cost (Actual)		
	State	City	Total
1948: Graded, placed base rock, asphaltic concrete, on First Street from south city limits to "D" Street, a distance of approximately 0.375 mile.	$12,803.33	$ 3,081.27	$15,884.60
1949: None 1950: None 1951: None	$--	$--	$--

Proposed Projects	Cost (Estimated)		
	State	City	Total
1952: Grade, place base rock and shoulders, construct 3" asphaltic concrete pavement 20' wide on 10th Street from "E" Street to "H" Street, a distance of approximately 0.20 mile.	$15,000.00	$--	$15,000.00

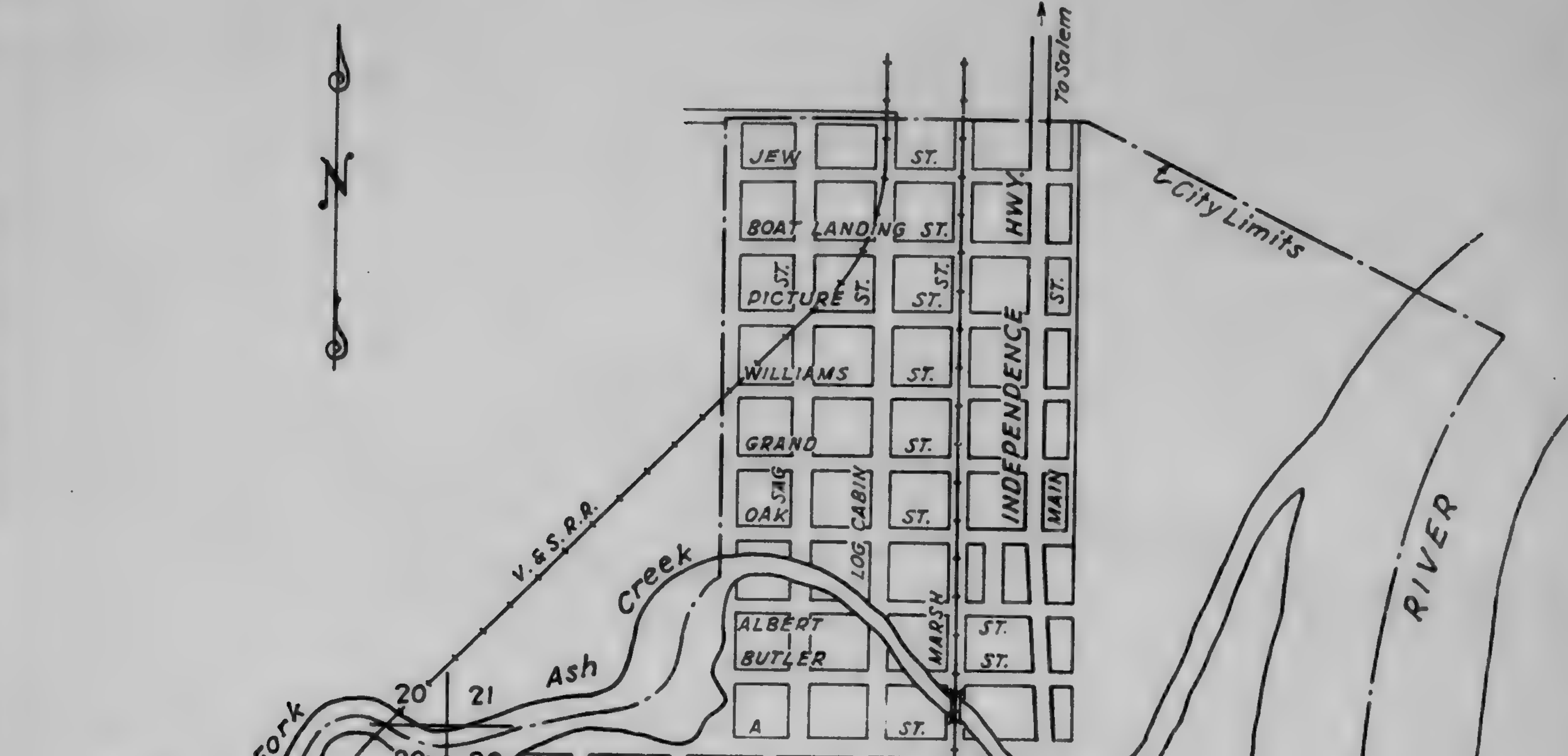
- - - - - - - - - - -

Application for improvement of Tenth Street is based on its use by very heavy log truck traffic. Street is in poor condition and needs improvement. Street leads to large sawmill and log dump.

Recommendation
This project qualifies and approval recommended.

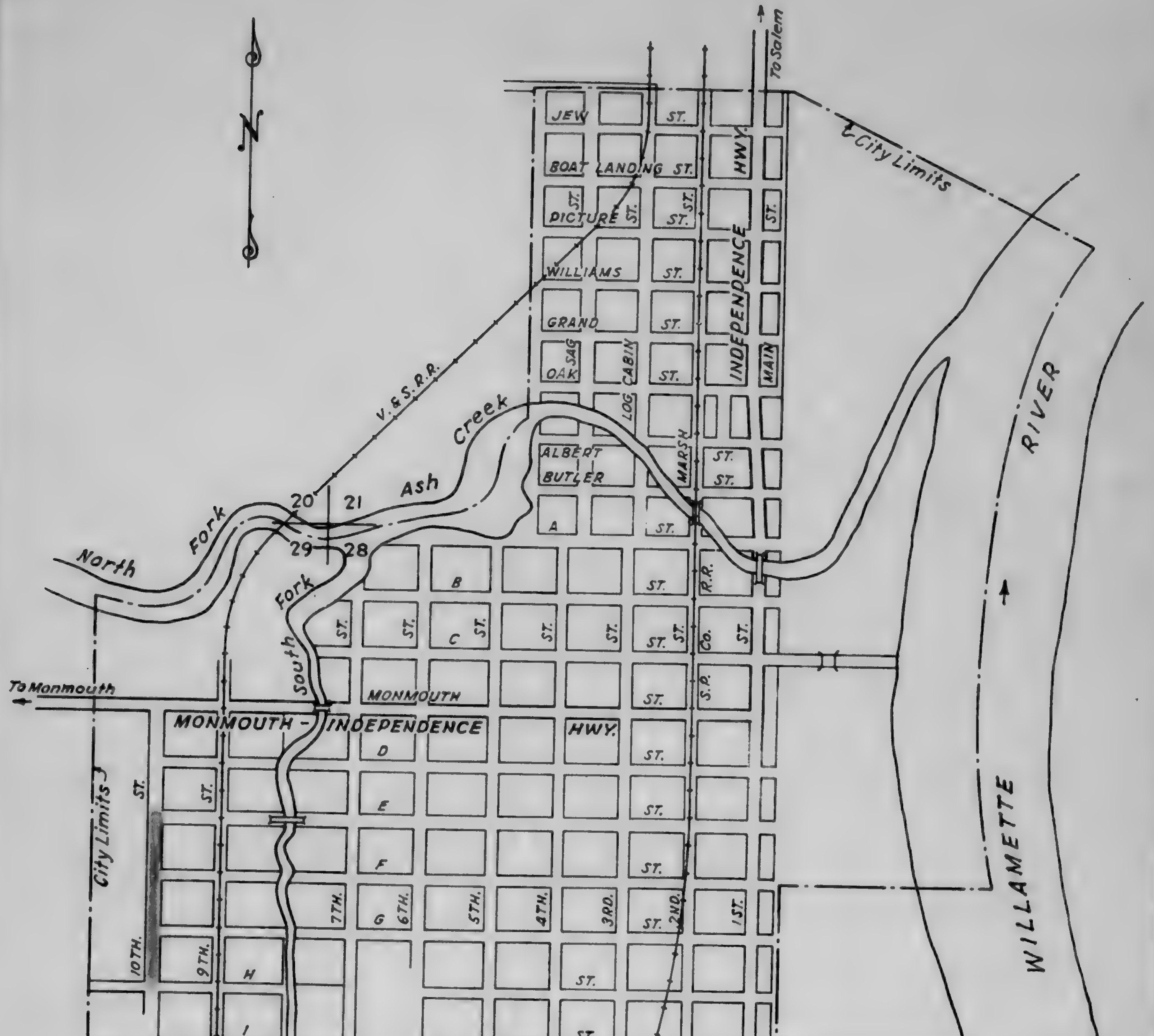
INDEPENDENCE

Scale 1"=800'



INDEPENDENCE

Scale 1"=800'



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10-17-51

INDEPENDENCE

Preliminary Estimate

Tenth Street from "E" Street to "H" Street, a distance of approximately 0.20 mile.

Grade, place base rock and asphaltic concrete pavement (8" of base rock 22' width, 3" thickness of asphaltic concrete 20' in width).

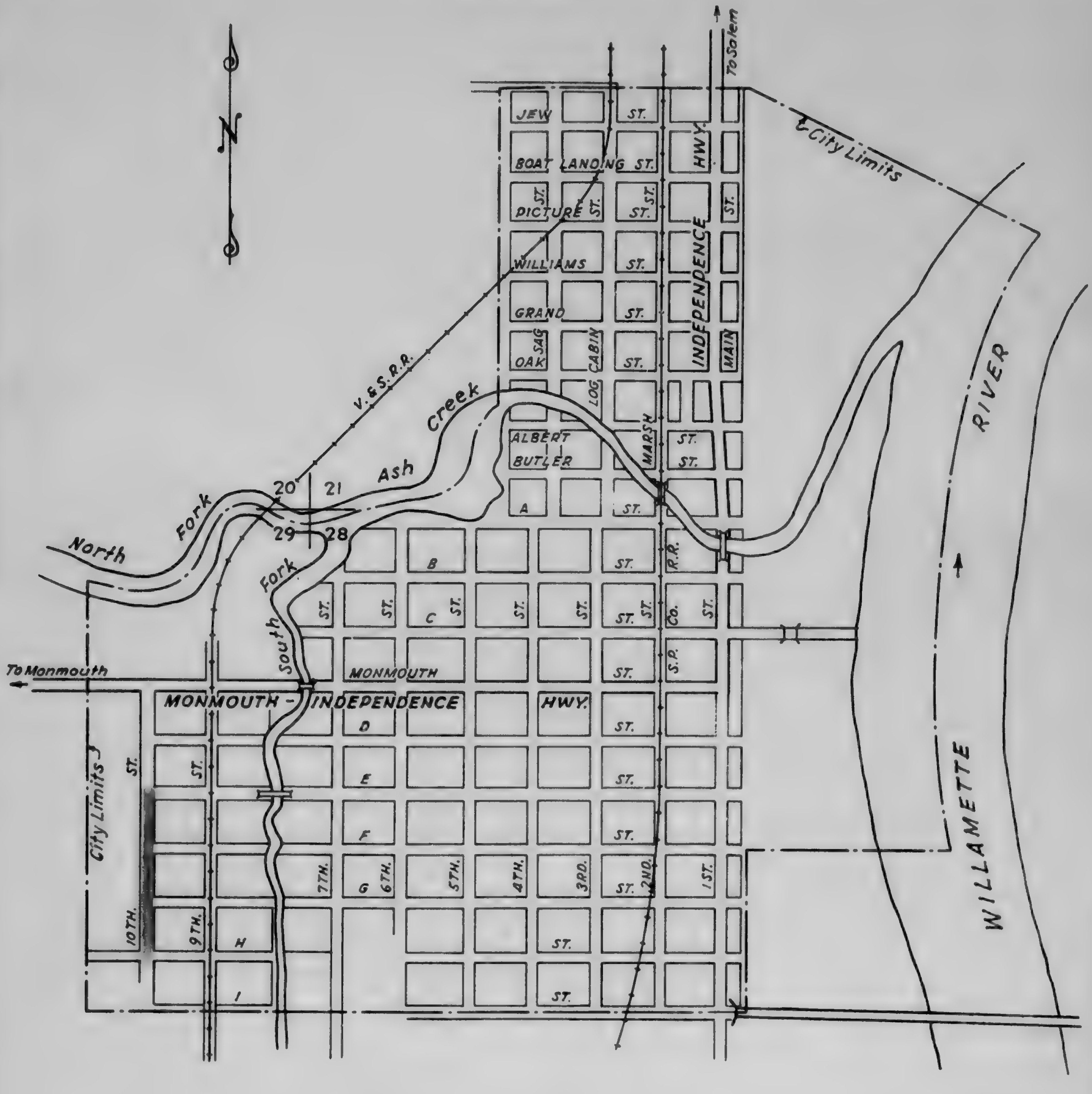
Item	Quantity		Unit Price	Total
Excavation Structural	75	cu. yd.	$ 4.00	$ 300.00
Excavation Common	600	cu. yd.	1.50	900.00
12" concrete pipe	350	lin. ft.	2.80	980.00
Concrete catch basins	2	each	75.00	150.00
Finish roadbed and slopes	0.20	mile	1000.00	200.00
3/4"-0 in base	1000	cu. yd.	2.80	2,800.00
3/4"-0 in base and shoulders	400	cu. yd.	4.50	1,800.00
Sprinkle	40	M gal.	3.00	120.00
3/4"-0 in binder course	30	cu. yd.	5.00	150.00
RC-3 in binder course	7	tons	60.00	420.00
Class B asphaltic concrete	440	tons	11.00	4,840.00
RS-1 emulsified asphalt in seal	3	tons	60.00	180.00
Aggregate in seal	15	cu yd	6.00	90.00
Preliminary Estimate of Construction				$12,930.00
12-1/2% Engineering & Contingencies				1,616.25
Preliminary Engineering				400.00
				$14,946.25

Total Estimate: $15,000.00

ECA:MM
10-17-51

INDEPENDENCE

Scale 1"=800'



Form cc-50
Special City Allotment

2-21-51

RESOLUTION No. 304A

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Independence is an incorporated city of the State of Oregon, and has a population of 1,372., as given by the latest official census, and

WHEREAS, the following streets of said city, South 10th Street from E Street to H Street.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit, South 10th Street from E Street to H Street.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Independence does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Ralph Spencer as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 21st day of February, 1951.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Independence at a regular or special meeting of said council, held on the 21st day of February, 1951, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 22 day of June, 1951.

A L Harding
City Recorder

51-1

29-384 Clatsop Co. Line-Rockaway Beck 1952
Pres. Proj. on Ore. Coast & Necanicum
#3723 Hwys. near Nehalem, Wheeler & Rockaway.

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 3, 1952

(CONTRACT NO.) 27-8304
3723

(EST. NO.)
4-final

(CONTRACT OR)
Jed Wilson

(VOUCHER NO.)
20560

(WARRANT NO.)
R-53152

(AMOUNT)
$ 1,090.34

(DATE)
11/3/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1952

Time Extensions: None

Completion Date: Sep. 4, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-12-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
[illegible]
FOR FILING

[illegible]

[illegible]

October 15, 1952

Hartford Accident & Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

State Highway Contract No. 3723 for rock production on the Clatsop County Line-Rockaway Section of the Oregon Coast and Necanicum Highways in Tillamook County was completed by the contractor, Jed Wilson, on September 4, 1952 but has not as yet been accepted by the Commission.

Final payment in the amount of $1,090.34 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $47,036.95, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jaggar & Belden
601 Broadway
Seaside, Oregon

NOTED ON CARD
10-15-52, gl

RECEIVED

FOR FILING

FORM E-90 25M 6-51 49718

[illegible]
3723

file

K

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

29-8304

Salem, Oregon
October 8, 1952

SUBJECT:

To:

Mr. H. B. Glaisyer,
Secretary,
Department.

Dear Sir:

Herewith a questionnaire from the Hartford Accident and Indemnity Company concerning the Clatsop County Line-Rockaway Section Rock Production Project; Contractor, Jed Wilson; Contract No. ~~3733.~~ 3723

Will you please answer their request.

Yours very truly,

J. D. Walker,
Division Engineer.

By C. W. Tandy
C. W. Tandy,
Div. Office Engineer.

CWT:AM

Questionnaire completed & returned to surety 10-13-52
J. Query

Query — Mrs Nelson
BY SECRETARY

[illegible]

R

FORM E-30 37,500 4-52 36806

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 7, 1952

SUBJECT:

RECEIVED
OCT - 8 1952
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

To:

J. D. Walker
Division Engineer
Division II
Salem, Oregon

Dear Sir:

The enclosed letter was received by Mr. A. J. Ford in Eugene. I believe it should have been sent to your office.

Very truly yours,

G. T. Keasey

For TOM EDWARDS
Division Engineer

GTK:aso
Encl.

RECEIVED
FOR FILING

September 25, 1952

Hartford Accident and Indemnity Co.
Hartford 15, Connecticut

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Jed Wilson on Contract No. 3723 covering rock production on the Clatsop County Line-Rockaway Section of the Oregon Coast and Necanicum highways in Tillamook County. This payment, in the amount of $13,963.67, will be made on or after October 6th. The retained percentage is $1,421.03.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[redacted]

cc - Jaggar & Belden
601 Broadway
Seaside, Oregon

Noted on card
ank

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 5th, 1952

Section Clatsop County Line-Rockaway

Kind of work maintenance rock production

Highway Oregon Coast & Necanicum

Section prefix 29-8304

Contractor Jed Wilson

Contract number 3728

Date of contract May 26th, 1952

Date of completion October 1st, 1952

Date work started June 2nd, 1952

Estimated date of completion September 5th 1952

Amount of contract $ 47850.00

Per cent of time elapsed 81.2 %

Estimated cost of completed project, exclusive of engineering $ 47850.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1950.00 or 4.65 %

Date project was completed Sept 4, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Crushing finished Thursday evening ,September 4th. Plant being moved to VanVleet Quarry at Cannon Beac on contract # 3762.

NOTED
H. G. SMITH

RECEIVED
SEP - 1952

NOTED
K. D. LYTLE

RECEIVED
SEP 8 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed J.H.Scott

Address Resident Engineer

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			15000		
Estimated quantities moved or placed to date			15000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			15		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., 5 trucks, ..., ...

Aug-Sept	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday 30	fair		
Monday 1	"	Holiday	
Tuesday	"		
Wednesday	"		
Thursday	"		Finished
Friday			
Saturday			

STATE PRINTING

RECEIVED
JUN [illegible] 1952
FOR FILING

[illegible]

3723

June 30, 1952

Mr. Jed Wilson
Hamlet Street
Seaside, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3723, which was awarded to you on May 26, 1952 by the State Highway Commission, for rock production on the Clatsop County Line-Rockaway Section of the Oregon Coast and Necanicum Highways in Tillamook County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
[illegible] 1952
FOR FILING

May 28, 1952

Mr. Jed W. Wilson
Hamlet Route
Seaside, Oregon

Dear Mr. Wilson:

The State Highway Commission on Monday, May 26, 1952 awarded you Contract No. 3723 for the Clatsop County Line-Rockaway Rock Production project on the Oregon Coast and Necanicum Highways in Tillamook County. This award was based on your low bid of $47,850.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

30-8312 Meacham Area Excavation Proj. 1972
on the Old Ore. Trail East and
#2724 West of Meacham.

RECEIVED
FOR FILING

Meacham Section
~~Contract #3724~~
30-8312
27-2

January 16th, 1953

NOTED
State Highway Engineer

FINAL COST ANALYSIS
Rock Production
C. E. Leseberg, Contractor
C. D. Cannon, Resident Engineer

Old Oregon Trail Highway
Prefix 30-8312

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in Stockpile	4,093.50	Cu. Yd.	$2.68	$2.38	$ 9,726.71	$10,970.58
½"-¼" Cr. Rock in Stockpile	3,818.23	" "	2.68	2.38	9,071.57	10,232.86
¼"-#10 Mesh Cr. Rock in Stockpile	3,209.73	" "	2.68	2.38	7,623.34	8,602.08
½"-#10 Mesh Cr. Rock in Stockpile	7,785.45	" "	2.94	2.38	18,513.55	22,889.28
S.P. Screen Rejects in S.P.	408.84	" "	.25	.25	102.21	102.21
S.P. Haul Adj., Favor of Contractor	7,922.36	" "	.12	.12	950.68	950.68
Force Account - Leveling S.P. Site			71.66	51.27	51.27	71.66
Furnish & Spread 180 Cu. Yd. at Truck Measure Screened Reject Mat'l.			45.00	45.00	45.00	45.00
					$46,084.33	$53,864.35

Gross Revenue	$53,864.35
Total Cost	46,084.33
Net Profit	$ 7,780.02

Net Profit Equals 14.4% of Gross Revenue

Meacham Rock Production

Detail of Cost

Labor:		
Supervision	$ 1,925.00	
Labor	15,433.12	
Labor Insurance	1,041.44	
		$18,399.56
Equipment Rental & Misc. Supplies:		
Equipment Rental (Owned)	$15,853.14	
Hired Trucks (Inc. Operators)	2,117.35	
Gas, Oil & Grease	4,162.78	
Explosives	1,878.75	
P.L. & P.D. Insurance	216.98	
P.U.C.	307.80	
Small Tools & Misc. Supplies	575.80	
Freight & Cartage	925.17	
Bond	421.50	
Home Office & General Overhead	1,225.50	
		27,684.77
Total Cost		$46,084.33

Meacham Rock Production

	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up	18,906.93	Cu. Yd.	$ 3,137.15	$0.166
Stripping Pits	"	" "	1,003.74	0.053
Drill & Shoot	"	" "	3,167.65	0.167
Doze to Crusher	"	" "	3,604.47	0.191
Crushing	"	" "	19,153.07	1.013
Haul to Stockpile (Av. Haul - 3.3 Mi.)	"	" "	11,315.99	0.598
Stockpile	"	" "	3,553.20	0.188
				$2.38

Meacham Rock Production

Remarks:

This was a "State Project" for crushing and stockpiling 18,906.93 cubic yards of crushed rock for maintenance. The contract was bid and awarded May 26th, 1952. Work started June 4th, 1952, and was completed September 23rd, 1952.

The contractor used the rock quarry designated by the State located on the northerly side of and adjacent to the highway at M.P. 261.5.

Contractor moved in one dragline shovel and one bulldozer June 4th, 1952, and started stripping pit 200 feet from the old quarry site. Started drilling as soon as they had sufficient area stripped. They encountered quite a number of wet holes a few feet from the surface so decided to give up opening the new part of the quarry and moved to the old. Started drilling back of the old quarry face. July 2nd, 1952, crew started setting up plant. Quarry was shot July 8th, 1952. The quarry, being dice rock, broke up small.

Started crushing July 16th, 1952. Crushing plant consisted of a 15 x 36 breaker, 10 x 36 jaw and 40 x 20 rolls and triple-deck screens. Had to shut down and change screens the first day to get better gradation. The crushing plant went into full production on July 17th, two 8-hour shifts, but still had trouble with the screns plugging up. On August 4th, and 5th, crushing plant was down with broken crusher shaft, and later a few days were lost on account of rain.

On August 20th, started working one 10-hour shift and started putting the ½" - 10 in the sand shed, which was put in with a truck and bulldozer. Crusher ran intermittently the rest of the time due to screen trouble and breakdowns. Completed crushing September 23rd.

This was a very good quarry, and the contractor should have had higher production, but, due to screen trouble and breakdowns, his production was low. 18,906.93 cubic yards were produced in 540 hours crushing time for an average of 35.01 cubic yards per hour.

The contractor had good bid prices and personally supervised, realizing a good profit.

E. H. Clymer
Chief Cost Analyst

By . . C. E. Layton

RECEIVED
FOR FILING

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 26, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3724	4 & 5 Final	C. E. Leseberg	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21609	R-54256	$ 1,615.93	Nov. 26, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: **Oct. 31, 1952**

Time Extensions: **None**

Completion Date: **Sep. 23, 1952**

Date Accepted: **Oct. 20, 1952**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **12-2-52**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 2 1952
a. a. Wicklander

NOTED ON CARD
12-2-52

RECEIVED
FOR FILING

November 12, 1952

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor Mills Tower
San Francisco, California

Gentlemen:

State Highway Contract No. 3724 for rock production on the Meacham Section of the Old Oregon Trail in Umatilla and Union counties was completed by the contractor, C. E. Leseberg, on September 23, 1952, and accepted by the Highway Commission on October 20, 1952.

Final payment in the amount of $1,615.93 will be released to the contractor on or after November 22. The total contract amount is $53,864.35 of which amount $116.66 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. Bernard Eastman
P. O. Box 2
Nyssa, Oregon

RECEIVED
OCT [illegible] 1952
FOR FILING

October 10, 1952

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor Mills Tower
San Francisco, California

Gentlemen:

It is the intention of the State Highway Commission to release to C. E. Leseburg a portion of the funds heretofore retained by the Commission on contract No. 3724 covering rock production on the Meacham Section of the Old Oregon Trail in Umatilla and Union counties.

This payment, in the amount of $19,219.40, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,615.93. The present payment will be released to the contractor on or after October 20th.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. Bernard Eastman
P. O. Box 2
Nyssa, Oregon

Form E-1

30-8312

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 27, 1952

Section Meacham Rock Production

Kind of work Rock Production

Highway Old Oregon Trail

Section prefix 30-8312

Contractor C. E. Leseberg

Contract number 37[illegible]

Date of contract May 26, 1952

Date of completion October 31, 1952

Date work started June 4, 1952

Estimated date of completion September 23, 1952

Amount of contract $56,200.00

Per cent of time elapsed 123/158 78 %

Estimated cost of completed project, exclusive of engineering $56,200.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $2200. 3.9 %

Date project was completed September 23, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed this project on September 23, 1952 and began moving his equipment to M.P. 19.96-[illegible] Lake Highway for use on Contract No. 3736.

Field party will leave [illegible] [illegible] [illegible] today.

Final estimate should be ready by October 10.

RECEIVED
SEP 29 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			20,000		
Estimated quantities moved or placed to date			20,000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			10		
Average force on project for week			7		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	RAIN		
Tuesday			Completed project this date.
Wednesday	ALL		
Thursday			
Friday	[illegible]K		
Saturday			

RECEIVED
FOR FILING

June 23, 1952

Mr. C. E. Leseberg
211 Ennis Avenue
Nyssa, Oregon

Dear Sir:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

> Contract No. 3724, for rock production on the Meacham Section of the Old Oregon Trail in Umatilla and Union Counties, awarded May 26,1952.
>
> Contract No. 3736, covering the Elgin Rock Production Project on the Wallowa Lake and Weston-Elgin Highways in Union and Wallowa Counties, awarded May 27, 1952.

An executed copy of each of the above contracts is also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
MAY 29 1952
FOR FILING

3724

May 28, 1952

Mr. C. E. Leseberg
201 Reece Avenue
Nyssa, Oregon

Dear Mr. Leseberg:

The State Highway Commission on Monday, May 26, 1952 awarded you Contract No. 3724 for the Meacham Rock Production Project on the Old Oregon Trail in Umatilla and Union Counties. This award was based on your low bid of $56,200.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

S-120(2) Reserved Grade Section of 1/52
the Shaniko County Road
#3725 easterly from Maupin.

RECEIVED
FOR FILING
S-129(1)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 27, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3725	7-final	EDWIN C. GERBER	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
22927	B-81095	$ 2,914.[illegible]8	11/25/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1952
Time Extensions: to June 30, 1953 without penalty
Completion Date: June 30, 1953
Date Accepted: Sep. 24, 1953
Penalties: None of record
Claims: None outstanding of record
Remarks:

Form PR 47-A by tel. was rec'd by Parker 10-9-53 releasing his hold on this pay't.

Date: 12-9-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 10 1953
A A Wiklander

NOTED ON CARD
12-10-53

RECEIVED
NOV 12 1953
FOR FILING

[illegible]

3725

November 12, 1953

Massachusetts Bonding & Insurance Co.
Northwest Branch Office
847 Dexter Horton Bldg.
Seattle 4, Wash.

Gentlemen:

State Highway Contract No. 3725 for work performed on the Bakeoven Grade Section of the Shaniko Road in Wasco County was completed by the contractor, Edwin C. Gerber, on June 30 and was accepted by the Highway Commission on September 24, 1953.

Final payment in the amount of $2,914.28 will be released to the contractor on or after November 23, 1953. The total contract amount is $86,315.36 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. C. M. Pratt
Lumbermens Bldg.
Portland 4, Oregon

NOTED ON CARD

11-12-53

RECEIVED
OCT 16 1953
FOR FILING

[illegible]
3725

October 15, 1953

Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from September 30, 1952 to June 30, 1953 within which to complete your contract No. 3725, for grading and surfacing on the Bakeoven Grade Section of the Shaniko Road in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

Lowell Stratton,
Resident Engineer

R. G. Smith,
Construction Engineer

RECEIVED
FOR FILING

3-[illegible]

3725

September 22, 1953

Oregon State Highway Commission

Request for extension of time
No. 14
September 24 and 25 Meeting

Gentlemen:

Herewith request of Edwin C. Gerber, Contractor, for an extension of time on the [illegible] Grade Section, Contract No. 3725, from September 30, 1952, to June 30, 1953.

The noncompletion until September 12 of the [illegible] Bridge, which was under a separate contract, prevented the contractor from doing the oiling during the 1952 season, as the specifications stated that no oiling was to be done after September 15.

There was very little inconvenience to the public, and I would recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

CC Mr. H. G. Smith

HGS: fp

RECEIVED
FOR FILING

S-120(1)

[illegible]

September 15th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Bakeoven Grade Section, Contract #3725, Oregon S-120(1), from September 30th, 1952, to June 30th, 1953, to Edwin C. Gerber, contractor.

The non-completion of the Bakeoven Bridge, which was under a separate contract, until September 12th, prevented the contractor from doing the oiling during the 1952 season, as the specifications specifically stated that no oiling was to be done after September 15th.

There was very little inconvenience to the public, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

R

cc to: H. G. Smith

RECEIVED
SEP 9 1953
FOR FILING

3-1201

3725

September 4, 1953

Massachusetts Bonding & Insurance Company
Northwest Branch Office
847 Dexter Horton Building
Seattle 4, Washington

Attention: Mr. Edwin C. Gerber

Gentlemen:

We have today received a note from Mr. A. J. Connolly in which he makes the following statement: "Mr. Berger (Gerber) has now paid me in full for rock used on Contract No. 3725."

This is in connection with the claim filed in our office on July 15 in the amount of $1,223.71 for rock taken from Mr. Connolly's property by Mr. Gerber in his operations on the Bakeoven Grade Section on the Shaniko Road in Wasco County.

We furnish this information, as your Company appears as surety on the performance bond furnished with State Highway Contract No. 3725.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mr

cc Mr. C. M. Pratt
Lumbermens Building
Portland 4, Oregon

NOTED ON CARD
9-4-53

RECEIVED
SEP 9 1953
FOR FILING

Lewis

S-120(1)

34-5

September 4, 1953

Mr. A. J. Connolly
412 West Fourth Street
The Dalles, Oregon

Dear Mr. Connolly:

Please accept our thanks for your note received today stating that Mr. Edwin C. Gerber has now paid in full for rock secured from you on State Highway Contract No. 3725.

We will advise the contractor and surety that your note has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary.

FAQ:nr

NOTED ON CARD
9-4-53

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 24, 1953

Mr. A. J. Connolly
412 West Fourth Street
The Dalles, Oregon

Dear Mr. Connolly:

On July 15th you advised us that Mr. Edwin C. Gerber owes you for rock removed from your property in connection with his operations on State Highway Contract No. 3725 in the Bakeoven Grade Section of the Shaniko Road in Wasco County.

It has come to our attention at this time that your claim has been settled. Will you please let us know in this regard so that our records may be cleared.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer

Secretary

FAQ:md

[illegible]

Att. Mr Glaisyer—

Mr Gerber has now paid me in full for rock used on Contract No 3725.

A. J. Connolly

RECEIVED
1953

9-4-53,S(

RECEIVED
FOR FILING

FORM 2-123X 37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

5-122[illegible]

Salem, Oregon
August , 19[illegible]

3725

Mr. [illegible] Connolly
[illegible]
The Dalles, Oregon

REFERRED TO Query BY SECRETARY

NOTED
F. QUERY

Dear Sir:

This is to advise you that [illegible] used 18,565 cubic yards of [illegible] on the [illegible] Project. This does [illegible] the survey on your property.

Very truly yours,

Lowell [illegible]
[illegible]

L:[illegible]

cc to: [illegible] Chandler
H. B. Glaisyer
[illegible]
Wasco County Road Dept.

NOTED ON CARD
8-3-53

RECEIVED
AUG 4 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

S-136(1)

[illegible] 5

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 30th, 1953

SUBJECT:

To: Mr. Lowell Stratton
Resident Engineer
State Highway Department
Madras, Oregon

Dear Sir:

A Mr. A. J. Conley of The Dalles was in the Secretary's office yesterday and advised that E. C. Gerber had taken a considerable amount of rock from his pit to use on the Bakeoven Grade contract. Mr. Gerber has not paid Mr. Conley for this material, and he wishes to know how much has been taken from his pit in order that he may present a claim for reimbursement.

Will you kindly advise how much material was removed.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR

cc to: W. E. Chandler
H. B. Glaisyer

NOTED
H. B. GLAISYER

RECEIVED
FOR FILING

5-120(1)

3725

Lewis

July 24, 1953

Mr. Edwin C. Gerber
Route 2
Oregon City, Oregon

Dear Mr. Gerber:

Thank you for your letter of July 23 advising that you have sent a check to Mr. A. G. Connolly for $1,223.71 for rock taken from his property.

This is in connection with Contract No. 3725 for work on the Bakeoven Grade Section.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

EDWIN C. GERBER
GENERAL CONTRACTOR
Route 2
OREGON CITY, OREGON
Phone Redland 164

Field Office

July 23 - 53
3725

Oregon State Highway Commission
Salem Oregon

Gentleman

Your letter received and have sent, on July 18th, Mr A. J. Connolly a check for 1223.71 dollars for rock taken from his property.
Oregon State Highway 18565 yds and Wasco County 1896.83 yds. @ 6% per yd.

Yours Truly
Edwin C. Gerber

REFERRED TO

RECEIVED
1953
FOR FILING

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3725

Lewis K

July 24, 1953

Mr. A. J. Connolly
412 West Fourth Street
The Dalles, Oregon

Dear Mr. Connolly:

On July 15th you advised us that Mr. Edwin C. Gerber owes you for rock removed from your property in connection with his operations on State Highway Contract No. 3725 in the Bakeoven Grade Section of the Shaniko Road in Wasco County.

It has come to our attention at this time that your claim has been settled. Will you please let us know in this regard so that our records may be cleared.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

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FOR FILING

5-11(1)

3725

Mrs Lewis

July 21, 1953

Massachusetts Bonding and Insurance Company
Northwest Branch Office
847 Dexter Horton Building
Seattle 4, Washington

Gentlemen:

This note is simply to inform you that there was received in this office today a letter from Mr. A. J. Connolly whose address is 412 West Fourth Street, The Dalles, Oregon, in which Mr. Connolly refers to an agreement which is dated June 30, 1952 with Mr. Edwin C. Gerber, covering removal of rock materials from his property for use in connection with highway construction, particularly the grading and surfacing of the Bakeoven Grade Section of the Shaniko Road in Wasco County.

Mr. Connolly states that according to the agreement Mr. Gerber was to pay him six cents per cubic yard for any rock removed from his property, partial payment to be made at the end of each month; however, he has received nothing whatsoever as yet from Mr. Gerber although the job has been completed.

This information is given you since the Massachusetts Bonding and Insurance Company appears as surety on the bond furnished by Mr. Gerber in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc Mr. C. M. Pratt
Lumbermens Building
Portland 4, Oregon

Edwin C. Gerber
Floyd Query

[illegible] ON CARD

RECEIVED
JUL 23 1953
FOR FILING

[illegible]

[illegible]

REFERRED TO
BY SECRETARY

July 21, 1953

Mr. A. J. Connolly
412 West Fourth Street
The Dalles, Oregon

Dear Mr. Connolly:

Your letter of July 15, 1953, directed to Mr. R. H. Baldock, State Highway Engineer, has been referred to me for reply. This letter has reference to an agreement that you made with Edwin C. Gerber, State Highway Contractor, for removal of rock from your property at Maupin for the purpose of building a highway from Maupin up Bakeoven, and it is also noted that Mr. Gerber agreed to pay you six cents per cubic yard for rock removed but as yet has paid you nothing although the job is completed.

It will not be possible for the State Highway Department to pay you direct for the material taken from your property, but your account is protected by the bond that was furnished by Mr. Gerber in connection with this job which is described as grading and surfacing the Bakeoven Grade Section of the Shaniko Road in Wasco County and is further known as State Highway Contract No. 3725.

In connection with this contract, Mr. Gerber furnished a performance bond as a protection against claims arising out of the work. This bond was written by the Massachusetts Bonding and Insurance Company for whom Mr. C. M. Pratt is local agent with offices in the Lumbermens Building, Portland 4, Oregon. I should suggest that you make a demand on the bonding company for the payment of your claim. I should also suggest that you file notice of your claim with the Secretary of State in conformity with the provisions of the Oregon statutes covering matters of this kind, a copy of which I enclose for your ready information. You will note that the claim must be filed with the Secretary of State prior to the expiration of six months immediately following the completion of the contract and formal acceptance of the work by the State Highway Commission. The work has not yet been formally accepted by the Commission, so you still have at least six months time for the filing of your claim.

A. J. CONNOLLY
412 W. Fourth St.
The Dalles, Oregon

#-713

July 15, 1953

REFERRED TO
Mr. Williams
By State Highway Engineer

please prepare an answer.
I have no recollection of talking to Mrs. Connolly at any time.

State Highway Dept.,
Mr. Baldock, State Engineer,
Salem, Oregon

Dear Mr. Baldock:

On June 30, 1952, I entered into an agreement with Mr. Edwin C. Gerber in regard to removal of rock from my property at Maupin for the purpose of building five miles of road from Maupin up Bakeoven. Mr. Gerger was to pay me six (6) cents per cubic yard for any rock removed, such payments were to be made at the end of each month on the State Engineer's tally for rock for that month. Mr. Gerber signed this agreement. So far I have received nothing from Mr. Gerber, nor heard from him, and the job has been completed.

Would it be possible for you to pay me for the rock and deduct the amount from Mr. Gerber's account? Mrs. Connolly said she mentioned this matter to you during a plane trip from Denver last January, and you stated it could be done.

Very truly yours,

A. J. Connolly

cc Gerber query

LETTER TO Dusty
DATE 7/20/53

ANSWERED
H. B. GLAISYER

RECEIVED
1953
FOR FILING

3725

July 21, 1953

Massachusetts Bonding and Insurance Co.
Lumbermen's Building
Portland 4, Oregon

Attention: Mr. C. M. Pratt

Gentlemen:

State Highway Contract No. 3725 awarded to Edwin C. Gerber for grading and surfacing the Bakeoven Grade Section of the Shaniko Road in Wasco County was completed by the contractor on June 30, 1953.

The extension of time mentioned in your letter was not presented at the June 25 and 26 meeting, but it is anticipated that it will be presented at the meeting of July 22.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

MASSACHUSETTS BONDING AND INSURANCE COMPANY
HOME OFFICE, BOSTON 9, MASSACHUSETTS

BRANCH OFFICE
CLARENCE M. PRATT, MANAGER
LUMBERMEN'S BUILDING
TELEPHONE: BROADWAY 2526

PORTLAND 4, OREGON

July 16, 1953

Oregon State Highway Dept.
Salem, Oregon

Re: Edwin C. Gerber
Our bond #C-729930
Contract # 3725

Att'n: Mr. H. B. Glaisyer, Secretary

Gentlemen:

We have for acknowledgement your letter of July 15, regarding contract of Mr. Edwin C. Gerber on the Bakeoven Grade Section of the Shaniko Road in Wasco County, Oregon.

On or about June 5, as Surety we agreed to an extension of time on this job, which extension was requested by the contractor.

We would very much appreciate hearing from you at this time as to whether or not is fully completed.

Your advises will be appreciated, and for your convenience in replying we are enclosing a self-addressed, stamped envelope.

Yours very truly

C. M. PRATT

CMP:eb

REFERRED TO
BY SECRETARY

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OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

July 15, 1953

Massachusetts Bonding & Insurance Co.
Northwest Branch Office
847 Dexter Horton Bldg.
Seattle 4, Washington

Gentlemen:

The Highway Commission is now ready to release to Edwin C. Gerber a portion of the funds heretofore retained by the Commission in connection with contract No. 3725, for grading and surfacing on the Bakeoven Grade Section of the Shaniko Road in Wasco County.

This payment, in the amount of $19,169.69, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,579.41. The present payment will be released to the contractor on or after July 25, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Massachusetts Bonding & Insurance Co.
C. M. Pratt, Agent
Lumbermens Bldg.
Portland 4, Oregon

NOTED ON CARD

7-15-53

Form E-1—10M—11-51

S-121(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 11, 1953

Section BAKEOVEN GRADE
Kind of work Grading and oil Mat Surfacing
Highway Shaniko Road
Section prefix 233-1030
Contractor Edwing C. Gerber
Contract number 3725
Date of contract May 26, 1952
Date of completion September 30, 1952
Date work started June 6, 1952
Estimated date of completion June 30, 1953
Amount of contract $ 95,615.41
Per cent of time elapsed 315 %
Estimated cost of completed project, exclusive of engineering $ 89,061.52
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $ 7,758.24, 106 %
Date project was completed June 30, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed removing equipment from state owned or controlled property this week.

Third notification has been submitted. Semi-final estimate is ready upon the receipt of oil invoices.

Final Report.

NOTED

FORREST COOPER

Signed Lowell M. Stratton

Address Madras, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.42	5.09		5.09	
Miles partially completed					
Miles completed	0.42	5.09		5.09	
Total estimated quantities	12,660	17,200		320 tons	
Estimated quantities moved or placed to date	12,660	15,415		300 tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing [illegible]

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FOR FILING

S-120 (1)

3725

R

July 6, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 30, 1953 on Contract No. 3725, Bakeoven Grade Section, in connection with Federal Aid Project No. S-120 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:gs

cc: John Cattrall

file

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FOR FILING

S 120 (1)

[illegible]

January 27, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing a copy of the Oregon District Land Office decision dated January 12, 1953 approving application Oregon 02246 for appropriation of land in Wasco County to be used as a material source for construction and maintenance of Oregon Project S-120(1), Bakeoven Market Road.

A pre-permit to develop this material site was issued by the Oregon District Land Office on February 21, 1952.

Very truly yours,

C. G. POLK
District Engineer

By

A. F. BESTER
Highway Engineer

Encl.

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JAN 27 [illegible]
[illegible]
STATE HIGHWAY COMMISSION

Original with
enclosure to
Mr. Porter

RECEIVED
FOR FILING

S-120(1)

December 17, 1952

Mike DeCicco and Son
2920-2940 S. W. Corbett
Portland 1, Oregon

Attention: Mr. Harold DeCicco

Gentlemen:

This is in reply to your letter of December 15 concerning the surety on the contract awarded to Mr. E. C. Gerber in the Grass Valley area.

Mr. Gerber was awarded State Highway Contract No. 3247 for work on the Sherars Grade-Grass Valley Section of the Sherars Bridge Secondary Highway in Sherman County. This contract was completed June 30, 1951, and accepted by the Highway Commission on August 18, 1952. The United Pacific Insurance Company through Durham and Bates, 901 S. W. Washington, Portland 5, provided the performance bond on this contract.

Mr. Gerber also holds State Highway Contract No. 3725 for grading and surfacing on the Bakeoven Grade Section of the Shaniko Road in Wasco County. The Massachusetts Bonding and Insurance Company through C. M. Pratt, Lumbermens Building, Portland 4, furnished the performance bond for this contract which to date has not been completed.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

"MIKE"

MIKE DE CICCO AND SON

MAIN OFFICE—2920-2940 S. W. CORBETT
PORTLAND 1, OREGON

RADIO AND APPLIANCE STORE
2920-2940 S. W. CORBETT

ATWATER 9497-98
ATWATER 0308

WAREHOUSE 2321-37 S. W. WATER
TERMINAL WHSE. 2220-2330 S. W. WATER

Dedember 15, 1952

3247
3725

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Recently Mr. E.C. Gerber was awarded a construction contract in the Grass Valley area. I would appreciate your advising name of Bonding Co. which carried his bond for this particular job.

Very truly yours,

MIKE DE CICCO & SON

Harold DeCicco

Harold DeCicco
Vice President

HMD:es

[illegible]

JOBBERS GILLETTE TIRES FOR S. W. WASHINGTON and THE STATE OF OREGON

Form PR 2 (Revised 1946)

675

S-120(1)

State Oregon

Project No. S-120(1)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of October, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 14th day of December, 1951, a program, which was approved on the 22nd day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of April, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-seven thousand and 00/100 dollars ($67,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.**
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 1+00 in the NE 1/4, Section 5, T. 5 S., R. 14 E., W.M., and survey station 267+00 in the SE 1/4, Section 26, T. 4 S., R. 14 E., W.M., without exception,**

, length **5.105** miles, in **Wasco** County, being **Oregon Federal Aid / Secondary** project No. **S-120(1)**, consisting of **5.086** miles of roadway and **one** bridge~~s, each~~ of more than 20 feet clear span, **0.019** of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

RECEIVED OCT 6 1952

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-seven thousand and 00/100 dollars ($67,000.00), which does not exceed the authorized Federal pro rata share of one hundred twenty-two thousand, thirty-five and 10/100 dollars ($122,035.10), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By /s/ Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By /s/ Chas. H. Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest:
/s/ H. B. Glaisyer
Secretary (SEAL)

RECOMMENDED FOR APPROVAL:
/s/ R. H. Baldock
State Highway Engineer

COMMISSIONER OF PUBLIC ROADS,

By /s/ W. H. Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

VED
952
DISTRICT

Oregon State Highway Department

Federal Aid Secondary
Project No. S-120(1)

BAKEOVEN GRADE SECTION OF THE
SHANIKO COUNTY ROAD IN WASCO COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 25, 1952

Type Code 5231
Roadway (Sta. 1+00 to 267+00)(Contract No. 3725)

All Required		Clearing and Grubbing		$ 4,000.00
13,000	cu. yds.	General Excavation, Unclassified	$ 1.00	13,000.00
3,000	yd. stas.	Short Overhaul	0.02	60.00
0.42	mile	Finishing Roadbed and Slopes	1,500.00	630.00
100	hours	Blade Grader Work	10.00	1,000.00
60	lin. ft.	12-inch Concrete Pipe	3.00	180.00
8,900	cu. yds.	1¼" - 0 Rock in Base	2.55	22,695.00
8,300	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.55	21,165.00
430	M-gals.	Sprinkling	5.00	2,150.00
5.09	miles	Preparation of Base	200.00	1,018.00
3,200	cu. yds.	Furnishing and Placing Aggregate	4.00	12,800.00
250	tons	Furnishing and Placing 150-200 Asphalt	40.00	10,000.00
70	tons	Furnishing and Placing RS-2 Asphalt	40.00	2,800.00
			Subtotal	$ 91,498.00
			10% Engr. & Cont.	9,149.80
			Total	$100,647.80

Type Code X021
Bridge (Sta. 14+55 to 15+55)(Contract No. 3704)

160	cu. yds.	Structural Excavation, Unclassified	$16.00	$ 2,560.00
10	cu. yds.	Excavation below Elevation Shown	25.00	250.00
163	cu. yds.	Class "A" Concrete	66.00	10,758.00
39,000	lbs.	Metal Reinforcement	0.125	4,875.00
All Required		Removal of Bridge		1,000.00
			Subtotal	$19,443.00
			10% Engr. & Cont.	1,944.30
			Total	$21,387.30

Length of Roadway	5.086 miles
Length of Bridge	0.019 mile
Total Length	5.105 miles
Cost per Mile, Roadway	$19,789.18

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$100,647.80	$55,258.00	$45,389.80
Bridge	21,387.30	11,742.00	9,645.30
	$122,035.10	$67,000.00	$55,035.10

State Funds for Construction: Chapter 175, laws 1917: Chapter 31, laws 1920: Chapter 529, laws 1939.

State Funds for Maintenance: Chapter 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-120 (1)

BAKEOVEN GRADE SECTION OF THE
SHANIKO COUNTY ROAD IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 19, 1952

Type Code 5231
Roadway (Sta. 1+00 to 267+00) (Contract No 3925)

All Required		Clearing and Grubbing		$ 2,000.00
13,000	cu. yds.	General Excavation, Unclassified	$ .60	7,800.00
3,000	yd. stas.	Short Overhaul	.02	60.00
0.42	mile	Finishing Roadbed & Slopes	1,000.00	420.00
100	hours	Blade Grader Work	8.50	850.00
60	lin. ft.	12-inch Concrete pipe	2.50	150.00
8,900	cu. yds.	1½" - 0 Rock in Base	2.60	23,140.00
8,300	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.70	22,410.00
430	M-gals.	Sprinkling	3.50	1,505.00
5.09	miles	Preparation of Base	200.00	1,018.00
3,200	cu. yds.	Furnishing and Placing Aggregates	4.00	12,800.00
250	tons	Furnishing and Placing 150-200 Asphalt	43.00	10,750.00
70	tons	Furnishing and Placing RS-2 Asphalt	45.00	3,150.00
			Subtotal	$86,053.00
			10% Engr. & Cont.	8,605.30
			Total	$94,658.30

Type Code X021
Bridge (Sta. 14+55 to 15+55) (Contract No. 3567) (3704)

160	cu. yds.	Structural Excavation, Unclassified	$ 16.00	$ 2,560.00
10	cu. yds.	Excavation Below Elevations Shown	25.00	250.00
163	cu. yds.	Class "A" Concrete	66.00	10,758.00
39,000	lbs.	Metal Reinforcement	.125	4,875.00
All Required		Removal of Bridge		1,000.00
			Subtotal	$19,443.00
			10% Engr. & Cont.	1,944.30
			Total	$21,387.30

Length of Roadway	5.086 miles
Length of Bridge	0.019 mile
Total Length	5.105 miles
Cost per Mile, Roadway	$17,495.53

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 94,658.30	$54,652.00	$40,006.30
Bridge	21,387.30	12,348.00	9,039.30
	$116,045.60	$67,000.00	$49,045.60

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 7, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your March 12, 1952 request for approval of individual project program change, relative Item 171, Project S-120(1), F.A. Rt. 4 near Maupin N. E. 5.0 miles, was approved March 26, 1952.

The item will now appear on the Postwar Federal-aid Secondary Highway Program, as follows:

Item	171
County	Wasco
Project No.	S-120(1)
FAS Route No.	312
State Route	County Road
Termini	F.A. Route 4 near Maupin N.E. 5.0 miles
Estimated Project Cost:	
Total	$120,000
Federal	74,000
State	46,000
Length	5.09 mile
Character of work	Grading, draining 0.3 mile. 5.0 miles 2-lane intermediate type surfacing, bridge

Yours very truly,

C. G. Polk
C. G. Polk
District Engineer

NOTED
W C WILLIAMS

April 7, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your March 12, 1952request for approval of individual project program change, relative Item 171, Project S-120(1), F.A. Rt. 4 near Maupin N. E. 5.0 miles, was approved March 26, 1952.

The item will now appear on the Postwar Federal-aid Secondary Highway Program, as follows:

Item	171
County	Wasco
Project No.	S-120(1)
FAS Route No.	312
State Route	County Road
Termini	F.A. Route 4 near Maupin N.E. 5.0 miles
Estimated Project Cost:	
Total	$120,000
Federal	74,000
State	46,000
Length	5.09 mile
Character of work	Grading, draining 0.3 mile. 5.0 miles 2-lane intermediate type surfacing, bridge

Yours very truly,

C. G. Polk
District Engineer

Oregon State Highway Department

Federal Aid Secondary
Project No. S-120 (1)

BAKEOVEN GRADE SECTION OF THE

SHANIKO COUNTY ROAD IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 28, 1952

Type Code 5231
Roadway (Sta. 1+00 to 267+00)

All Required		Clearing and Grubbing		$ 2,000.00
13,000	cu. yds.	General Excavation, Unclassified	$ .60	7,800.00
3,000	yd. stas.	Short Overhaul	.02	60.00
0.42	mile	Finishing Roadbed and Slopes	1,000.00	420.00
100	hours	Blade Grader Work	8.50	850.00
60	lin. ft.	12-inch Concrete Pipe	2.50	150.00
8,900	cu. yds.	1¼" - 0 Rock in Base	2.30	20,470.00
8,300	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.40	19,920.00
430	M-gals.	Sprinkling	3.50	1,505.00
5.09	miles	Preparation of Base	200.00	1,018.00
3,200	cu. yds.	Furnishing and Placing Aggregates	4.00	12,800.00
250	tons	Furnishing and Placing 150-200 Asphalt	43.00	10,750.00
70	tons	Furnishing and Placing RS-2 Asphalt	45.00	3,150.00
		Subtotal		$80,893.00
		10% Engr. & Cont.		8,089.30
		Total		$88,982.30

Type Code X021
Bridge (Sta. 14+55 to 15+55)

160	cu. yds.	Structural Excavation, Unclassified	$ 10.00	$ 1,600.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
163	cu. yds.	Class "A" Concrete	70.00	11,410.00
39,000	lbs.	Metal Reinforcement	.12	4,680.00
All Required		Removal of Bridge		500.00
		Subtotal		$18,340.00
		10% Engr. & Cont.		1,834.00
		Total		$20,174.00

Length of Roadway	5.086 miles
Length of Bridge	.019 mile
Total Length	5.105 miles
Cost per mile, Roadway	$17,495.53

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 88,982.30	$54,617.00	$34,365.30
Bridge	20,174.00	12,383.00	7,791.00
	$109,156.30	$67,000.00	$42,156.30

BAKEOVEN SECTION

PROJECT NO. S-120 (1)

Specifications for this project have been determined by the State Highway Commission and local officials in cooperation with each other.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

April 4, 1952

RECEIVED
FOR FILING
FORM E-30X 25M 11-50 44702

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 24, 1952

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. E. Chandler
Division Engineer
State Highway Dept.
1290 Wall St.
Bend, Oregon

Dear Sir:

The subcontract between Edwin C. Gerber and I. H. Peters, covering Items 2, 3, 4, 6 and 9 on Contract No. 3725, Bakeoven Grade Section, Ore. S-120 (1), is approved, and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
FOR FILING

3725

June 30, 1952

Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3725 which was awarded to you on May 26, 1952 by the State Highway Commission, for grading and surfacing on the Bakeoven Grade Section of the Shaniko Road in Wasco County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED

FOR FILING

[illegible]

3725

NOTED
W. C. WILLIAMS

June 10, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 6, 1952 on Contract No. 3725, Bakeoven Grade Section, in connection with Federal Aid Project No. S-120 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

DSP:tp

RECEIVED
[illegible] 1952
FOR FILING

May 28, 1952

Mr. Edwin C. Gerber
Route 5, Box 505
Oregon City, Oregon

Dear Mr. Gerber:

The State Highway Commission on Monday, May 26, 1952 awarded you Contract No. 3725 for the Bakeoven Grade Section of the Shaniko County Road in Wasco County. This award was based on your low bid of $91,498.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mks
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

RECEIVED
JUN 3 1952
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project No. S-120(1), Bakeoven Grade Section of the Shaniko County Road, to Edwin C. Gerber, Oregon City, Oregon, low bidder in the amount of $91,498.00 at the May 26, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAY 29 1952
OREGON
STATE HIGHWAY COMMISSION

305-1702 Prescott (Sinclair St.) Grad- 1/62
ing & Paving Project in Prescott,
located on the Columbia River.
#3726

RECEIVED
SEP [illegible] 1952
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Sep. 15, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3726	3-final	Walter Goodat	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16840	R-49424	$ 465.08	9/12/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 15, 1952

Time Extensions: None

Completion Date: July 16, 1952

Date Accepted: Aug. 18, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-16-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

[illegible]

RECEIVED
AUG 29 1952
FOR FILING

August 29, 1952

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3726, for grading and paving on the Prescott (Blakely St.) City Street Section in Columbia County, was completed by the contractor, Walter Goodat, on July 16 and was formally accepted by the Highway Commission on August 18, 1952.

Final payment in the amount of $465.08 will be released to the contractor on or after September 8, 1952. The total contract amount is $12,675.79, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
1952
FOR FILING

3726

August 25, 1952

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Walter Goodat on contract No. 3726, for grading and paving on the Prescott (Blakely St.) City Street Section in Columbia County.

This payment, in the amount of $7,688.04, will be made to the contractor on or after September 3, 1952. The retained percentage is $500.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

ON CARD
8-35-52

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 26, 1952

Section Prescott (Blakely St.)

Kind of work Grading & Paving

Highway City Street

Section prefix 305-1702

Contractor Walter Goodat

Contract number 3726

Date of contract May 27, 1952

Date of completion Sept. 15, 1952

Date work started June 16, 1952

Estimated date of completion July 19, 1952

Amount of contract $13,488.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $13,488.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $1065.35, 99 %

Date project was completed July 19, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

J. D. Walker, Division Engineer insp ected the project on Wednesday of this week.

No work on this job this week.

NOTED
H. G. SMITH

RECEIVED
JUL [illegible] 1952
OFFICE OF
CONSTRU[illegible] ENGINEER

RECEIVED
JUL [illegible] 1952
DIVISION ENGINEER

Signed Kenneth Boardman

Address Salem, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.15	0.15		0.15	0.15
Miles partially completed					
Miles completed	0.15	0.15		0.15	0.15
Total estimated quantities	230	1244		8 tons	373 tons
Estimated quantities moved or placed to date	230	1244		8 tons	373 tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week	0	0		0	0

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear	0	
Monday	"	"	
Tuesday	"	"	
Wednesday	"	"	
Thursday	"	"	
Friday	"	"	
Saturday	"	"	

RECEIVED
[illegible]
FOR FILING

3726

June 19, 1952

REGISTERED MAIL

Mr. Walter Goodat
1735 S. E. Union Avenue
Portland 14, Oregon

Dear Mr. Goodat:

Your Contract No. 3726 for the Prescott (Blakely Street) Grading and Paving Project in Columbia County has been received in this office fully executed.

We are, therefore, returning your certified check No. 9300 in the amount of $674.40 drawn on the East Portland Branch of The First National Bank of Portland, which you submitted with your proposal on May 27, 1952.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - Accounting Division

RECEIVED
JUN 19 1952
FOR FILING

[illegible]

[illegible]

June 18, 1952

Mr. Walter Goodat
1735 S. E. Union Ave.
Portland 14, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3726, which was awarded to you on May 27, 1952 by the State Highway Commission, for grading and paving on the Prescott (Blakely St.) Section in Columbia County.

We are also mailing an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 10 1952
FOR FILING

3726

June 4, 1952

Mr. J. O. Beck, City Recorder
City Hall
Prescott, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Prescott covering the improvement of Blakely Street from Graham Road to Charles Street a distance of approximately 0.16 mile, in connection with the $250,000 city allotment fund.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
MAY 28 1952
FOR FILING

May 28, 1952

Mr. Walter Goodat
1735 S. E. Union Avenue
Portland 14, Oregon

Dear Mr. Goodat:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3726 for the Prescott (Blakely Street) Grading and Paving Project in Prescott, Columbia County. This award was based on your low bid of $13,488.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

7-20-51

PRESCOTT

Preliminary Estimate

Blakely Street from Graham Road to the easterly line of Charles Street, a distance of approximately 0.16 mile.

Grade and shape, place 8" of base rock and 3" asphaltic concrete pavement 20' in width.

Item	Quantity		Unit Price	Total
Blade work		all	$ lump	$ 500.00
3"-0 in base	700	cu. yd.	3.25	2,275.00
3/4"-0 in base and shoulder	300	cu. yd.	5.00	1,500.00
Sprinkling	25M	gal.	4.00	100.00
3/4"-0 in binder	20	cu. yd.	5.00	100.00
RC-3 in binder	5	tons	60.00	300.00
Class B A.C.	390	tons	11.00	4,290.00
RS-1 in seal	3	tons	60.00	180.00
Aggregate in seal	14	cu. yd.	6.00	84.00

Preliminary Estimate of Construction	$ 9,329.00
12-1/2% Engineering & Contingencies	1,166.13
Preliminary Engineering	250.00
	$10,745.13

Total Estimate: $10,800

HCA:MM
7/20/51

Application No. 31

PRESCOTT
Columbia County
Population:
1940 - Not incorporated
1950 - 119
Division II

Previous Projects

		Cost (Actual)
1948:	None	
1949:	None	
1950:	None	
1951:	None	

Proposed Project

1952: Grade, place base rock and 3" asphaltic concrete pavement 20' wide on Blakely Street from Graham Road to Charles Street, a distance of approximately 0.16 mile.

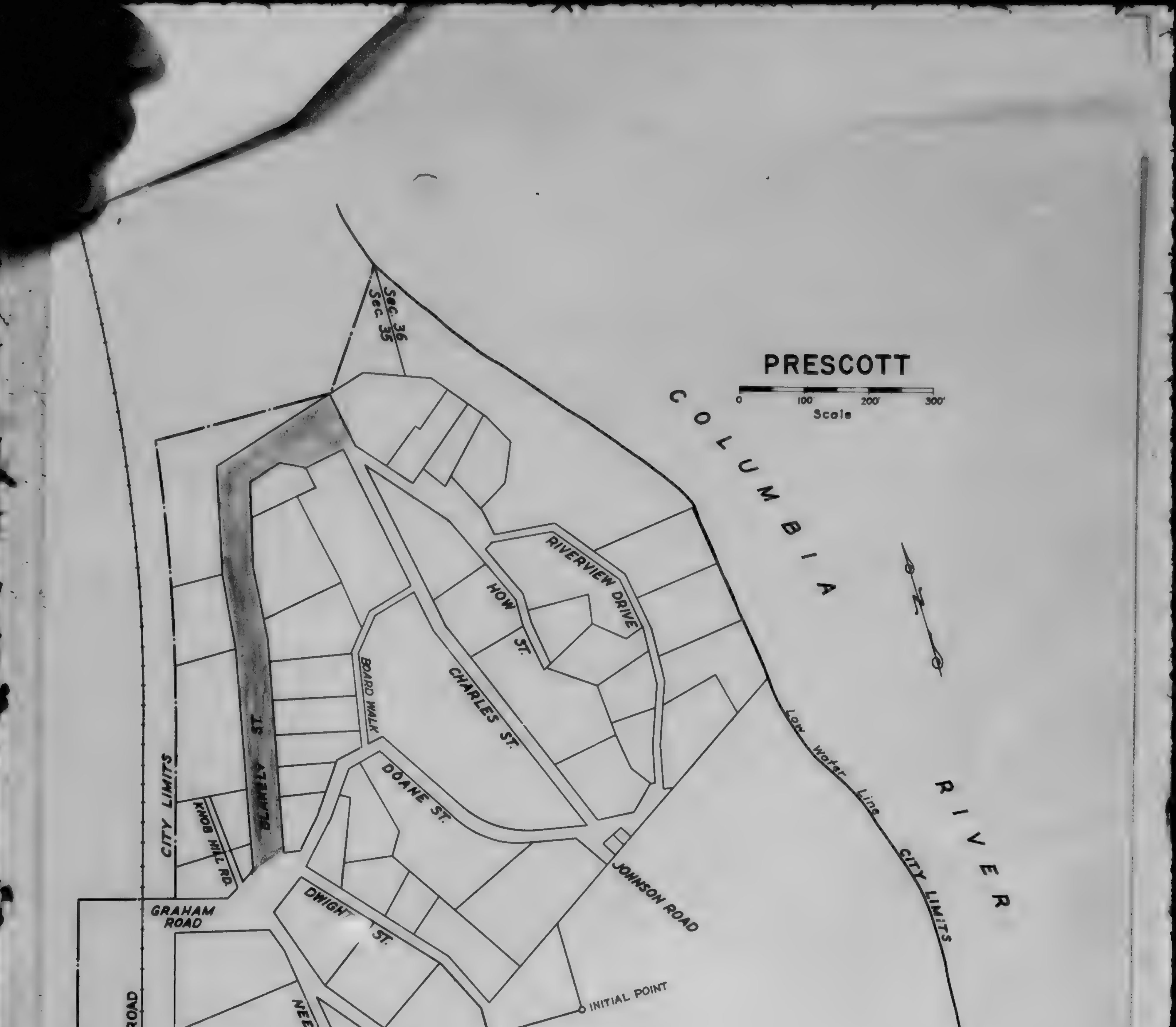
Cost (Estimated)		
State	City	Total
$10,800.00	$--	$10,800.00

- - - - - - - - - -

Blakely Street is subject to heavy log and lumber truck traffic to recently rebuilt mill.

Recommendation

This project qualifies and approval recommended.


PRESCOTT
0 100' 200' 300'
Scale
COLUMBIA RIVER
Sec. 36
Sec. 35
RIVERVIEW DRIVE
HOW ST.
CHARLES ST.
BOARD WALK
BLAKELY ST.
DOANE ST.
KNOB HILL RD.
CITY LIMITS
GRAHAM ROAD
DWIGHT ST.
JOHNSON ROAD
INITIAL POINT
NEELY ST
SCHOOL ST.
S.P.&S. RAILROAD
Low Water Line
CITY LIMITS
35 36
1/4 Corner
CITY LIMITS

Form cc-50
Special City Allotment

NOTED
J. W. CATTRALL

5-2-51

R E S O L U T I O N

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

"Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Prescott is an incorporated city of the State of Oregon, and has a population of 118, as given by the latest official census, and Pop. now 167 as of May 1st 51

NOTED
Harold C. Ayers

WHEREAS, the following streets of said city,

Blakely Street

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Blakely Street

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

cc-50

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Prescott does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Clifford Murray as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 2 day of May, 1951.

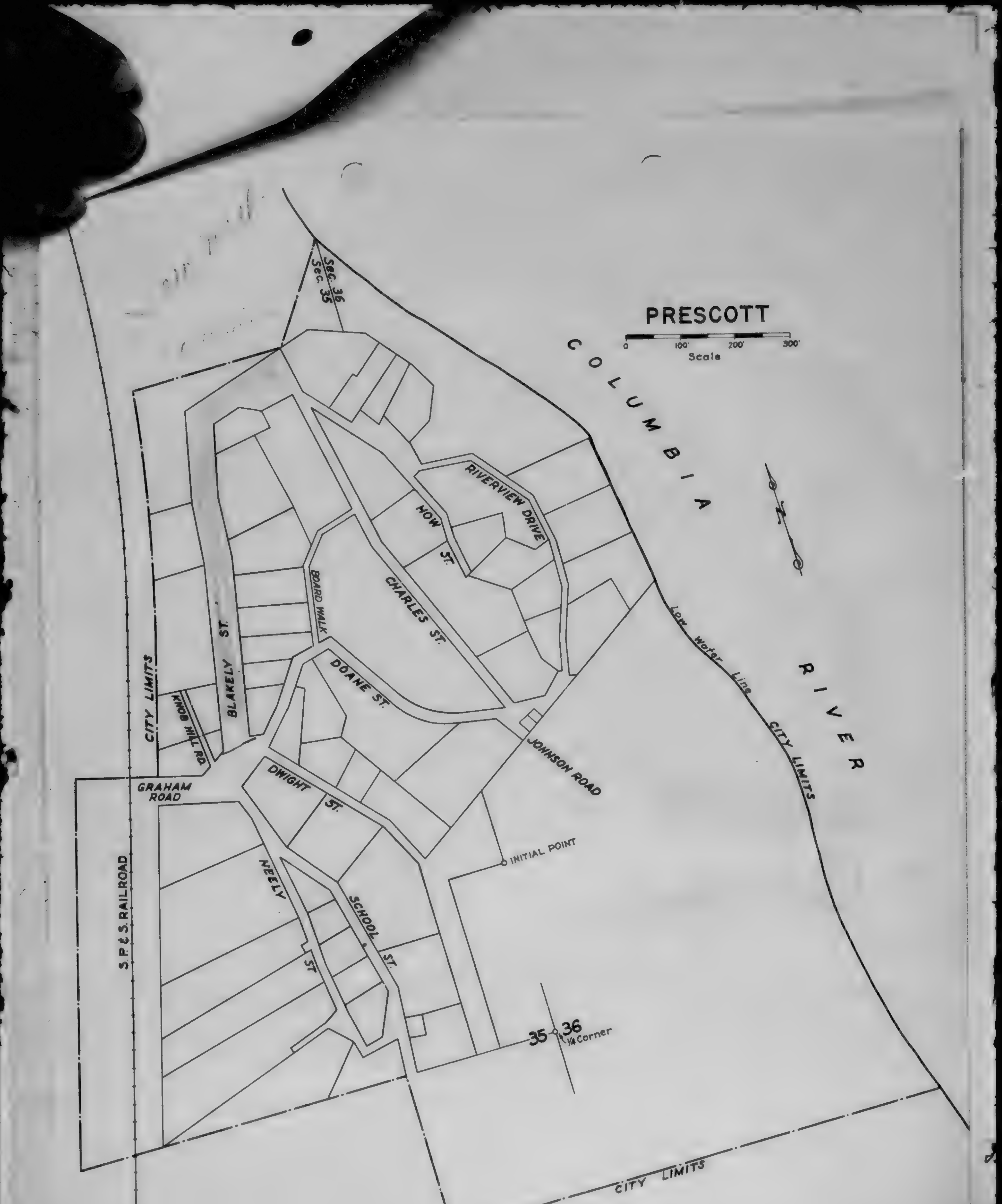
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Prescott at a [✓ regular] or special meeting of said council, held on the 2 day of May, 1951, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 14 day of May, 1951.

J G Beck
City Recorder


PRESCOTT
0
100'
200'
300'
Scale
N
COLUMBIA RIVER
Sec. 36
Sec. 35
RIVERVIEW DRIVE
HOW ST.
CHARLES ST.
BOARD WALK
DOANE ST.
BLAKELY ST.
KNOB HILL RD.
CITY LIMITS
GRAHAM ROAD
DWIGHT ST.
JOHNSON ROAD
INITIAL POINT
NEELY ST
SCHOOL ST.
S.P.&S. RAILROAD
Low Water Line
CITY LIMITS
35
36
1/4 Corner
CITY LIMITS

NOTED
J. W. CATTRALL

March 28, 1951

Mr. J. G. Beck
City Recorder
Prescott, Oregon

Dear Sir:

In answer to your request of March 22, 1951, you will find enclosed two copies of a resolution form to be used in making application for aid under the legislative act creating the annual $250,000 Special City Allotment Fund.

Kindly fill out and adopt the enclosed resolution and return one signed copy to John W. Cattrall, Engineer, County and City Relations, c/o State Highway Commission, Salem, Oregon. Inasmuch as the 1951 fund has been entirely allocated by a program approved by the Highway Commission on February 26 based on applications made by various cities in 1950, your application will be investigated and presented to the Highway Commission for consideration in programming the allocation of the 1952 fund.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM
Encl.

ORDER BLANK

177

Beck's Lumber Yard
PHONE 57
RAINIER, OREGON

NOTED
J. W. CATTRALL

TO J. W. Cattrall
State Hwy. Comm.
City relations

3/22/51

SHIP VIA.

For City of Prescott - Oregon.

Will you please send specifications blanks - your Oregon Laws, Chapter 149 as amended - for streets, heavy industrial traffic. for the City of Prescott

Box 67
Rainier
Oreg

J. G. Beck
City Recorder

Your letter 3/21/51
State Hwy. Comm.
R. H. Baldock

RECEIVED
MAR 23 1951
ENGINEER
COUNTY & CITY RELATIONS

S-63(2) [illegible] Unit, Deschutes Co. Line-19[illegible]
Prineville Sec. of the O'Neil Hwy.,
#3727 about 6 miles west of Prineville.

RECEIVED
FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 17, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
# 3727	8-final	C. R. O'NEIL	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15540	R-73609	$ 2,757.93	8/14/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 15, 1952

Time Extensions: to June 30, 1953

Completion Date: June 11, 1953

Date Accepted: June 25, 1953

Penalties: None

Claims: None

Remarks: Surety notified final to be paid on or after 8-13-53

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

a. a. Wahlander

[illegible] ON CARD

RECEIVED
FOR FILING

S-13(2)
2727

August 16, 1954

A. L. Amacher & Co.
209 Commercial Bank Building
Hillsboro, Oregon

Attention: Mr. A. L. Amacher

Gentlemen:

This is in reply to your letter of August 10th concerning issuance dates for two contract payment checks to C. R. O'Neil.

[illegible]

Check No. R 56672 in the sum of $32,985.00 bears the date on the face of December 30, 1952, and bears a stamp on the back that it was paid through the clearing house on January 9, 1953.

#2727

Check No. R 56550 in the amount of $5,509.35 bears a face date of December 29, 1952, and a clearing date of January 9, 1953.

Both of these checks bear the signature of Earl T. Newbry, Secretary of State, and were mailed from Salem, Oregon. We have contacted our Accounting Division and the Secretary of State's Office and they cannot tell us accurately when the checks were mailed although under ordinary procedure they would have been mailed on the date shown on the face of the check or on the date following.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

RECEIVED
AUG 1 1953
FOR FILING

S-11( )

3727

August 3, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3727 for work performed on the Middle Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway in Crook County was completed by the contractor, C. R. O'Neil, on June 11 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $2,757.93 will be released to the contractor on or after August 13, 1953. The total contract amount is $95,610.59, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

NOTED ON CARD

8-3-53 gl

RECEIVED
JUL 6 1953
FOR FILING

[illegible]

3727

R

July 3, 1953

Wells-Reed Insurance
Great American Indemnity Co.
412 Failing Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. R. O'Neil on Contract No. 3727 covering grading and surfacing on the Middle Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway in Crook County. This payment in the amount of $9,684.94 will be made to the contractor on or after July 13, 1953. The retained percentage is $2,371.73.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisified, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

recorded
on card

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JUL 10 1953
FOR FILING

[illegible]

3727

June 30, 1953

Mr. W. A. Kentner
655 East Norton
Bend, Oregon

Dear Mr. Kentner:

This is to acknowledge your letter of June 26 in which you state that Roy Grote owes you $445.00 for stockpiling rock on a section of highway about nine miles west of Prineville.

Our records show two contracts under way during May, 1953, on the O'Neil Secondary Highway west of Prineville. One of these is Contract No. 3727, awarded to C. R. O'Neil for work on the Middle Unit, Deschutes County Line-Prineville Section and the other one is Contract No. 3874, awarded to Durbin Bros. on the East Unit, Deschutes County Line-Prineville Section. Both of these contracts were completed June 11, 1953, and accepted by the Commission on June 25, 1953. Our records also show that Warren Northwest, Inc., acted as sub-contractor on both of these jobs, and it may be that Mr. Grote was acting as a sub to Warren Northwest.

Can you please tell us which of these contracts you worked on so that we can notify the proper contractor and his surety concerning your claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

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S-63(2)

3727

June 16, 1953

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 11, 1953 on Contract No. 3727, Middle Unit, Deschutes County Line-Prineville Section, in connection with Federal Aid Project No. S-63 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 13, 1953

Section Middle Unit, Deschutes Co. Line-Prineville

Kind of work Grading & Oil Mat Surfacing

Highway O'Neil Secondary

Section prefix 107-1015

Contractor C. R. O'Neil

Contract number 3727

Date of contract May 27, 1952

Date of completion October 15, 1952

Date work started August 12, 1952

Estimated date of completion June 11, 1953

Amount of contract $106,430.38

Per cent of time elapsed 271 %

Estimated cost of completed project, exclusive of engineering $99,000.00

Per cent of contract completed, based on total contract price . . . . 93 %

Engineering cost to date $7,615.44, 93 %

Date project was completed June 11, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor final Sealed this job on Tuesday and has been brooming it since then.

NOTED
FORREST COOPER

NOTED
H. G. SMITH

Signed Alfred M. Bates

Address Prineville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.95	3.95		3.95	
Miles partially completed					
Miles completed	3.95	3.95		3.95	
Total estimated quantities	52,400	16,500		225 Ton	
Estimated quantities moved or placed to date	52,400	16,500		225 Ton	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				13	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ....1...., Rollers ...1......, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Loader 1 ...., Pressure Tank 1, Trucks 3

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Rain		
Saturday			

State Printing 53382

6

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5-63(2)

[illegible]

November 12, 1952

Mr. C. R. O'Neil
P. O. Box 42
Mitchell, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 257 days, from October 15, 1952 to June 30, 1953, within which to complete your contract No. 3727 covering the Middle Unit of the Deschutes County Line-Prineville Section of the O'Neil Secondary Highway in Crook County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

Alfred W. Bates,
Resident Engineer

E. O. Smith,
Construction Engineer

NOTED ON CARD

11-12-52

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FOR FILING

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3727

October 16, 1952

Request for extension of time
No. 21
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from C. R. O'Neil for an extension of time on Contract No. 3727, Middle Unit of the Deschutes County Line-Prineville Section of the O'Neil Secondary Highway, from October 15, 1952 to June 30, 1953.

This contract was awarded on May 27, 1952, but the contractor was unable to start operations until August 12 because of power and telephone lines which were in direct conflict with his operations.

Because of the delay in the starting date, it is impossible for the contractor to perform the oiling this year. It is therefore recommended that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

Form PR-2 (Revised 1948)

3 ... 611

State Oregon

Federal Aid Secondary

Project No. S-63(2)

S-(2)(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

3727

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of October, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 12th day of May, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-one thousand and 00/100 dollars ($61,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 476+50 in the SE 1/4, Section 23, T. 14 S., R. 14 E., W.M., and survey station 682+00 in the NE 1/4, Section 26, T. 14 S., R. 15 E., W.M., without exception,

, length 3.954 miles, in Crook County, being Oregon Federal Aid / Secondary project No. S-63(2), consisting of 3.954 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-one thousand and 00/100 dollars ($61,000.00), which does not exceed the authorized Federal pro rata share of one hundred six thousand, six hundred eighty-six and 52/100 dollars ($106,686.52), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By /s/ Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By /s/ Chas. H. Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
/s/ H. B. Glaisyer
Secretary

RECOMMENDED FOR APPROVAL:
/s/ R. H. Baldock
State Highway Engineer

COMMISSIONER OF PUBLIC ROADS,

By /s/ [illegible]. H. Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11279—2

Oregon State Highway Department

Federal Aid Secondary
Project No. S-63 (2)

MIDDLE UNIT, DESCHUTES COUNTY LINE-PRINEVILLE SECTION OF THE O'NEIL HIGHWAY IN CROOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices)

Salem, Oregon, July 25, 1952

Type Code 5231
Roadway (Sta. 476+50 to 682+00)

All Required		Clearing and Grubbing		$ 4,500.00
40	cu. yds.	Structural Excavation, Unclassified	$ 4.00	160.00
250	cu. yds.	Trench Excavation, Unclassified	4.00	1,000.00
51,000	cu. yds.	General Excavation Location "A", Unclassified	0.50	25,500.00
10,200	cu. yds.	General Excavation Location "B", Unclassified	0.50	5,100.00
202,500	yd. stas.	Short Overhaul	0.02	4,050.00
9,000	M-yd. stas.	Long Overhaul	0.50	4,500.00
3.95	Miles	Finishing Roadbed and Slopes	1,000.00	3,950.00
100	lin. ft.	12-inch Concrete Pipe	2.50	250.00
480	lin. ft.	18-inch Concrete Pipe	4.00	1,920.00
34	lin. ft.	24-inch Concrete Pipe	5.00	170.00
26	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	21.00	546.00
8,900	cu. yds.	Selected Roadbed Topping	0.65	5,785.00
13,900	yd. miles.	Hauling Roadbed Topping	0.18	2,502.00
4,160	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	3.40	14,144.00
315	M-gals.	Sprinkling	2.50	787.50
3.95	Miles	Preparation of Base	175.00	691.25
2,478	cu. yds.	Furnishing and Placing Aggregates	4.50	11,151.00
188	tons	Furnishing and Placing 150-200 Asphalt	42.00	7,896.00
53	tons	Furnishing and Placing RS-1 Emulsified Asphalt	45.00	2,385.00
		Subtotal		$ 96,987.75
		10% Engr. & Cont.		9,698.77
		Total		$106,686.52

Length of Roadway 3.954 miles
Cost per Mile, Roadway $26,981.91

Federal Funds...$ 61,000.00
State Funds...45,686.52

$106,686.52

State Funds for Construction: Chapter 175, laws 1917; Chapter 31, laws 1920; Chapter 529, laws 1939.
State Funds for Maintenance: Chapter 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-63 (2)

MIDDLE UNIT, DESCHUTES COUNTY LINE-PRINEVILLE SECTION OF THE O'NEIL HIGHWAY IN CROOK COUNTY

/

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 7, 1952

Type Code 5231
Roadway (Sta. 476/50 to 682/00)

All Required		Clearing and Grubbing		$ 2,000.00
40	cu. yds.	Structural Excavation, Unclassified	$ 3.00	120.00
250	cu. yds.	Trench Excavation, Unclassified	2.50	625.00
51,000	cu. yds.	General Excavation, Location "A", Unclassified	0.40	20,400.00
10,200	cu. yds.	General Excavation, Location "B", Unclassified	1.15	11,730.00
202,500	yd. sta.	Short Overhaul	0.015	3,037.50
9,000	C-yd. sta.	Long Overhaul	0.50	4,500.00
3.95	miles	Finishing Roadbed and Slopes	350.00	1,382.50
100	lin. ft.	12-inch Concrete Pipe	2.25	225.00
480	lin. ft.	18-inch Concrete Pipe	3.50	1,680.00
34	lin. ft.	24-inch Concrete Pipe	5.00	170.00
26	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	30.00	780.00
8,900	cu. yds.	Selected Roadbed Topping	0.75	6,675.00
13,900	yd. mi.	Hauling Roadbed Topping	0.20	2,780.00
4,160	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	11,440.00
315	M-gal.	Sprinkling	2.50	787.50
3.95	miles	Preparation of Base	200.00	790.00
2,478	cu. yds.	Furnishing and Placing Aggregates	4.25	10,531.50
188	tons	Furnishing and Placing 150-200 Asphalt	42.00	7,896.00
53	tons	Furnishing and Placing RS-1 Emulsified Asphalt	45.00	2,385.00
			Subtotal	$89,935.00
			10% Engr. & Cont.	8,993.50
			Total	$98,928.50

Length of Roadway 3.954 miles
Cost per mile, Roadway $25,019.85

Federal Funds	$61,000.00
State Funds	37,928.50
	$98,928.50

LAKE OF THE WOOD JUNCTION-WOCUS MARSH SECTION

PROJECT NO. S-60 (2)

While negotiations for rights of way are in progress, one parcel has not been acquired nor has the rights to occupy and use this parcel been secured, but it is now believed that all rights of way or rights of way can be made fully available within eighteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 7, 1952

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S-63(2)

3727

September 29, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Bldg.
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3727, Middle Unit, Deschutes County Line - Prineville Section of the O'Neil Secondary Highway, Ore. S-63 (2), from October 15, 1952 to June 30th, 1953 to C. R. O'Neil, Contractor.

While this contract was awarded on May 27th, 1952, the contractor was unable to start operations until August 12th, 1952 because of power and telephone lines which were in direct conflict with his operations. As a matter of fact, a few poles are still not removed from the area of operations and have a tendency to slow him up to a certain extent.

Because of the delay in the starting date, it is impossible for him to perform the oiling this year, and it is therefore recommended that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

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AUG 21 1952
FOR FILING

August 18, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 12, 1952 on Contract No. 3727, Middle Unit, Deschutes County Line-Prineville Section, in connection with Federal Aid Project No. S-63 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:gs

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AUG 19 1952
FOR FILING

S 63(2)

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1952

SUBJECT:

To:

Mr. W. E. Chandler
Division Engineer
State Highway Dept.
1290 Wall St.
Bend, Oregon

Dear Sir:

The subcontract between C. R. O'Neil and Warren Northwest, Inc., covering Items 15 to 20, inclusive, on the Middle Unit, Deschutes County Line - Prineville Section of the O'Neil Secondary Highway, Ore. S-63 (2), is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc. W. C. Williams ✓
C. G. Polk (2)

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June 30, 1952

Mr. C. R. O'Neil
P. O. Box 42
Mitchell, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3727, which was awarded to you on May 27, 1952 by the State Highway Commission, for grading and surfacing on the Middle Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway in Crook County.

We are also mailing an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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MAY 29 1952
FOR FILING

3727

May 28, 1952

Mr. C. R. O'Neil
P.O. Box 42
Mitchell, Oregon

Dear Mr. O'Neil:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3727 for the grading and oil mat surfacing project on the Middle Unit, Deschutes County Line-Prineville Section of the O'Neil Highway in Crook County. This award was based on your low bid of $97,447.25 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

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1952
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]

[illegible]

May 27, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-63(2), Middle Unit, Deschutes County Line-Prineville Section, to C. R. O'Neil, Mitchell, Oregon, low bidder in the amount of $97,447.25 at the May 27, 1952 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
MAY 29 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 15 1952
FOR FILING

A-6-1-51

2727

May 13, 1952

Oregon State Highway Commission

Gentlemen:

On the unfinished business agenda of April 22, Item No. 12 pertains to a request of the Crook County Court that contemplated work on the O'Neil Secondary Highway be performed on the Prineville end, rather than on the westerly unit.

As instructed, Mr. W. C. Williams contacted Commissioner Minson, who had made the request to you, and advised him that it would delay the project probably one year to do this, as no plans had been prepared for the Prineville end of the project, whereas plans are ready on the westerly end. Mr. Minson, under these conditions, stated that they would prefer to have the work proceed on the westerly end rather than to have a delay of another season for the contemplated work.

On this basis, we are calling for bids on this project at the forthcoming meeting on May 26-27.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. C. H. Maison
WCW:me bl

RECEIVED
MAY 15 1952
FOR FILING
OREGON DISTRICT

S-63

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-63(2), Middle Unit, Deschutes County Line-Prineville Section of the O'Neil Highway, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

O. G. Polk
O. G. POLK
District Engineer

RECEIVED

FOR FILING

NOTED
W. C. WILLIAMS

C
O
P
Y

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

March 13th, 1952

237

Mr. G. E. Drennan
District Engineer
Pacific Power & Light Company
Bend, Oregon

Dear Sir:

We are now making some changes in our location of the Middle Unit of the O'Neil Secondary Highway in order to cheapen the cost of the job. These changes will probably result in less pole movement than would have been acquired on the original location.

I will send you a set of prints of the original location, however, and you can find out in Mr. Chandler's office what revisions are being made. This will enable you to expedite your planning considerably more than if you were to wait for the final plans.

Very truly yours,

R. H. BLADOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:ar

Copy made for W. C. Williams

ASSIGNMENT

No. 32
e: March 10, 1952
By

Description: Letter of March 6 by G. E. Drennan, District Engineer of the Pacific Power & Light Company, Bend, asking for print of right of way work for second section of Lower Crooked River Road between O'Niel Jct. and Prineville

Acknowledged by _____ Referred to __Smith ✓_________

Investigate and report with recommendation
xxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature
____

LEASE RETURN TO
W. C. WILLIAMS

Assignment executed 3-17-52 Report received ________

Remarks:

PACIFIC POWER & LIGHT COMPANY

Bend, Oregon
March 6, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

We have been informed that the second section of the Lower Crooked River Road between O'Niel Junction and Prineville is to be improved this year. This improvement will involve a considerable amount of pole relocation by this company. In order to have our planning completed by the time contracts are let for this work, we would like to have a print of the right of way location as soon as possible. We have a survey crew available during the next two weeks to work on this project and would like to have the print for their use.

It is hoped that, with the engineering work completed prior to a call for bids, we will be able to do this re-location work before the contractor gets his equipment on the job.

Your help in providing the needed information will be greatly appreciated.

Sincerely,

G E Drennan
G. E. Drennan
District Engineer

NOTED
W. C. WILLIAMS

GED:cb

cc: Messrs. W. E. Chandler, State Highway
Department - Bend
H. H. Henninger, Prineville
R. J. Davidson, Portland

RECEIVED
MAR 10 1952
OREGON
STATE HIGHWAY COMMISSION

FI-[illegible] Oakland Junction Grade 1932
Separation Structure on the
#[illegible] Pacific Hwy. near Oakland.

RECEIVED
FOR FILING

F1-[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 10, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3728	6-final	Todd Building Co

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1846	R-60025	$ 3,456.43	2/10/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1952

Time Extensions: Dec. 30, 1952

Completion Date: Dec. 11, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-11-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]

a.w. Wicklander

POSTED ON CARD
2-13-53

RECEIVED
JAN 28 1953
FOR FILING

F1-1296

[illegible]

January 27, 1953

General Casualty Company of America
Ken Bailey Insurance Agency
Pacific Bldg.
Roseburg, Oregon

Gentlemen:

State Highway Contract No. 3728 for constructing the Oakland Junction Grade Separation on the Oakland Connection in Douglas County was completed by the contractor, Todd Building Co., on December 11, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $3,456.43 will be released to the contractor on or after February 6, 1953. The total contract amount is $43,332.92 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as the surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Company of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

[illegible]

RECEIVED
1953
FOR FILING
[illegible]

January 14, 1953

Todd Building Co.
P. O. Box 27
N. Umpqua Highway
Roseburg, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 30 days, from November 30 to December 30, 1952, within which to complete your contract No. 3728 for constructing the Oakland Junction Grade Separation on the Oakland Connection in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

H. H. McClure,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
DEC 1952
FOR FILING

E1-121(10)

3726

December 19, 1952

State Highway Commission

Request for extension of time
No. 17
January 6, 1953 meeting.

Gentlemen:

Re: Oakland Junction Grade Separation
Todd Building Company, Contractor
Contract 3723

Herewith a request from the Todd Building Company, contractor for the Oakland Junction Grade Separation in Douglas County, asking for an extension of time from November 30, 1952 to December 30, 1952, for the completion of the work on this project.

The structure was complete on the specified date of completion (November 30, 1952), with the exception of removal of equipment and surplus form lumber. No engineering costs have been incurred since that date, and it is recommended that the extension be granted without penalty to the contractor. Attached is a copy of the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
JUN
FOR FILING

June 30, 1952

Todd Building Company
N. Umpqua Highway
P. O. Box 27
Roseburg, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3728, which was awarded to you on May 27, 1952 by the State Highway Commission, covering Oakland Junction Grade Separation on the Oakland Connection Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
[illegible] 1952
FOR FILING

May 28, 1952

Todd Building Company
P.O. Box 27
Roseburg, Oregon

Gentlemen:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3728 for the Oakland Junction Grade Separation Structure on the Pacific Highway in Douglas County. This award was based on your low bid of $43,480.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

OREGON DISTRICT

71-1001.1

3728

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

May 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project No. FI-189(10), Chenoweth Park Overcrossing on the Pacific Highway near Oakland, to Schrader Construction Company, Portland, Oregon, low bidder in the amount of $28,140.00 at the May 26, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
MAY 29 1952
OREGON
STATE HIGHWAY COMMISSION

FI-1[illegible] Mobile Unit, Arlington-Heppner 1952
Jct. Sec. of the Col. River Hwy.,
43729 Between Arlington & Heppner Jct.

RECEIVED
DEC 30 1953
FOR FILING

OREGON STATE HIGHWAY
(Date)
Dec. 28, 1953

F1-1-(1)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3729	11-final	ROGERS CONSTRUCTION CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25137	R-83359	$ 10,240.83	12/24/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: April 30, 1953

Time Extensions: Extended to Aug. 31, 1953

Completion Date: Aug. 31, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-29-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

NOTED ON CARD
12-

RECEIVED
DEC 1 0 1953
FOR FILING

[illegible] (9)

34-1

December 9, 1953

Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway contract No. 3729 for work performed on the Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway in Gilliam County was completed by the contractor, Rogers Construction Company, on August 31, 1953, but has not as yet been accepted by the Commission.

Final payment in the amount of $10,240.83 will be released to the contractor after acceptance by the Commission. The total contract amount is $337,962.96, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours,

ORECON STATE HIGHWAY COMMISSION

Secretary

dc
cc: Pallett, Fisher & Carlo, Inc.,
US National Bank Bldg.,
Portland 4, Oregon

R/I Posted

RECEIVED FOR FILING

December 7th, 1953

FINAL COST ANALYSIS

Middle Unit, Arlington-Heppner Jct. Section
Contract #3729

Columbia River Highway
Prefix 11-1012

Grading
Rogers Construction Co., Contractor
John H. Walker, Resident Engineer

F1-14-57

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing		All	$	$	$ 2,028.63	$ 5,000.00
Struct. Excavation	164.88	Cu. Yd.	3.00	2.27	374.90	494.64
Trench "	25.26	" "	3.00	2.41	60.90	75.78
General "	414,852	" "	0.70	0.62	258,655.30	290,396.40
Short Overhaul	1,115,478	Yd. Sta.	0.01	0.009	10,964.95	11,154.78
Long Overhaul	7,489.8	C-Yd. Sta.	0.50	0.48	3,593.65	3,744.90
Finish R/B & Slopes	6.74	Mile	600.00	462.66	3,118.35	4,044.00
Rounding Cutbanks	19,975	Lin. Ft.	0.15	0.12	2,339.07	2,996.25
6" Concrete Pipe	90	" "	1.00	0.90	81.26	90.00
12" Corr. Metal Pipe	226	" "	3.00	2.63	641.04	678.00
18" " " "	1,629	" "	4.00	3.67	5,980.46	6,516.00
Class "A" Concrete	95.80	Cu. Yd.	75.00	53.63	5,138.01	7,185.00
Metal Reinforcement	14,977	Lb.	0.12	0.096	1,441.44	1,797.24
PA #1, Sprinkling	1,614	M/Gal.	2.25	1.76	2,840.77	3,631.50
PA #2, 3/4" Galv. Water Pipe	260	Lin. Ft.	0.55	0.45	117.00	143.00
PA #3, Cement Adj., Favor of Contractor	3.125	Bbl.	4.95	4.95	15.47	15.47
					$297,391.20	$337,962.96

Gross Revenue	$337,962.96
Total Cost	297,391.20
Net Profit	$ 40,571.76

Net Profit Equals 12% of Gross Revenue

NOTED
State Highway Engineer

Detail of Cost

Labor:

Supervision	$ 15,250.00	
Labor	110,975.36	
Labor Insurance	9,414.41	
		$135,639.77

Materials:

12" Corr. Metal Pipe	226	Lin. Ft. at	$1.86	$ 420.36	
12" " " Bands	5	Each "	2.50	12.50	
18" " " Pipe	1,629	Lin. Ft. "	2.68	4,365.72	
18" " " Bands	64	Each "	3.03	193.92	
6" Concrete Pipe	90	Lin. Ft. "	0.50	45.00	
Reinforcing Steel	14,977	Lb. "	0.088	1,322.47	
Cement	154	Bbl. "	5.30	864.45	
Aggregate	100	Cu. Yd. "	3.50	350.00	
3/4" Galv. Water Pipe	260	Lin. Ft. "	0.15	39.00	
					7,613.42

Equipment Rental & Misc. Supplies:

Equipment Rental, Owned	$ 78,548.86	
" " , Hired	34,377.87	
Gas, Oil & Grease	18,208.32	
Bond	2,445.11	
Move In, Freight & Cartage	6,221.10	
Small Tools & Misc. Supplies	1,736.48	
P.L. & P.D. Insurance	1,577.81	
General Overhead	3,862.87	
P.U.C.	8.35	
Explosives & Drill Steel	6,301.50	
Lumber	849.74	
		154,138.01

Total Cost $297,391.20

RECEIVED
NOV 19 1953
FOR FILING

F1-145(1)

3729

November 17, 1953

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 2[illegible], 1953, had under discussion your request for an extension of time from April 30 to August 31, 1953 within which to complete your contract No. 3729, covering the Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway in Gilliam County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: [illegible] F. Parson,
Division Engineer

John H. Walker,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
FOR FILING

October 22, 1953

Request for extension of time
No. 23
October 29 and 30 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Rogers Construction Co. for an extension of time on the Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway, Contract No. 3729, from April 30, 1953 to August 31, 1953.

The Rogers Construction Co. bid this project on the basis of a winter job which was entirely satisfactory to the Department inasmuch as it was known at that time that there would be no possibility of surfacing the project until late 1953. The contractor completed this section before the contractor who had the surfacing was ready to place material thereon.

There was no delay to the public or additional cost to the State because of the overrun, and I would recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP:js fp

RECEIVED
APR 29 1954
FOR FILING

71-145(7)

3729

Salem, Oregon
October 9, 1953

Mr. H. G. Smith
Construction Engineer
Office

Attached hereto are the original and duplicate copy of an agreement with the Union Pacific Railroad Company covering the Arlington-Heppner Junction Section of the Columbia River Highway. These copies have been executed by the State Highway Commission and are now ready for the signatures of the proper Officials of the Railroad Company.

When fully executed please return one copy to this office for the Commission's files.

Yours very truly,

Assistant Secretary

[illegible]
Attach: 2

Not in files
12-10-53
Letter dated 3-1-54
states R.R. Co still has agreement
3.15.54

Filed R.R. #409

Form 2552
2-52-150M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

OCTOBER 8, 1953
(File: D 315-2-45)

Mr. R. H. Baldock, State Highway Engr.
Oregon State Highway Department
Salem, Oregon

Atten: Mr. W. C. Williams,
Ass't. State Highway Engineer.

Dear Sir:

Re: Arlington-Heppner Junction Section,
Columbia River Highway

The supplemental agreement on the above project, which was executed by the Commission and returned to me today, is returned herewith in duplicate for completion by the Highway Commission.

The document should be attested by the Secretary and the Commission's seal imprinted. Also the date of execution should be filled in at the top of page 1. When this has been accomplished, will you please return both copies of the agreement for further handling.

Yours very truly,

E F Kidder
E. F. Kidder,
Division Engineer

enc.

RECEIVED
1953
FOR FILING

FI-145(7)

3729

September 30, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Subject: Oregon Project FI-145(7)
Arlington-Heppner Junction
Time Extension

Dear Mr. Polk:

It is respectfully requested that reconsideration be given to concurrence in an extension of time without penalty on subject project, based on the following reasons:

The Rogers Construction Company bid on the Arlington-Heppner Junction Section on the basis of a winter job, which was entirely satisfactory to the Highway Department inasmuch as it was at that time known that there would be no possibility of surfacing the project the Rogers Construction Company would grade until late 1953. As you know, the surfacing of the project graded by Rogers Construction Company is included in Goodfellow Brothers contract on the Arlington-Heppner Junction Section, and it was known that the crushing plant would not be erected until late in 1953 as the project had a specified completion date of September 30, 1954. Actual events have borne out these facts, as Goodfellow Brothers did not install its crushing plant until late in August, 1953, at which time Rogers Construction Company had completed all work on its contract; thus there was no inconvenience of any nature to the traveling public. Engineering costs were not increased as the total engineering had underrun 14.8 per cent of the authorization, or an amount of $3,901.

The Rogers Construction Company has one of the best records of completion of contracts on time of any contractor in the state. During the three-year period from July, 1950 to August, 1953, this company was awarded 25 contracts, or a total amount of $4,635,728. Of these 25 contracts, 12 were completed ahead of time with a net saving of 903 days; 5 overran for a loss of 331 days; 8 of the projects have not yet reached either completion or specified time limit date. On the 5 contracts that overran there was no inconvenience or extra cost to the state, and on one of the projects, Stout Creek-Mill City paving, failure to complete on time was entirely beyond control of the paving contractor as the grading project was not completed on time.

I believe that concurrence in extension of time should be granted unless there is definite indication that there is either negligence on the part of the contractor or the overrun of the time limit has caused a monetary loss to the State Highway Department or inconvenience to the traveling public. In the case of the Middle Unit, Arlington-Heppner Junction project, none of these facts are existent and this is the basis for the request for reconsideration of your concurrence in the extension of time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 18, 1953

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FI-145(7)
Arlington-Heppner Junction
Time Extension

Dear Sir:

Reference is made to your letter dated September 16, 1953 requesting an extension of time, subject project, from April 30, 1953 to August 31, 1953.

Our records indicate that award of contract was made on May 27, 1952 but the contractor performed no work on this project until November 5, 1952, thus losing several months of good weather during which a considerable portion of the work could have been accomplished.

Under these circumstances, we feel that our approval of the request without penalty would not be justifiable. We therefore find ourselves unable to concur.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
SEP 21 1953
OREGON
STATE HIGHWAY COMMISSION

$26,401, Spent $22,500 for an underrun of $3901 or 14.8%

[illegible] July [illegible] to Aug 53

Contr. No.	Job	Type	Contract Amount	Spec. Com. Date	Actual Comp.	Days over or under
3370	[illegible]	[illegible]	[illegible]	7-3-51	[illegible]	− 49
84	[illegible]	[illegible]	[illegible]	8-31-51	8-10-51	− 21
34[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	12-23-50	− 189
47	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	− 197
35[illegible]	[illegible]	[illegible]	[illegible]	8-3-52	5-[illegible]-52	− 96
36[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	9-30-52	− 10
77	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	+ 32
83	[illegible]	[illegible]	61[illegible],[illegible]3	6-[illegible]	9-23-53	+ 101
37[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	+ 124
31	York [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	+ 28
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	− 3
3873	[illegible]	[illegible]	[illegible]	[illegible]	2-16-53	− 150
76	[illegible]	[illegible]	[illegible]	[illegible]	—	—
[illegible]	Boones Ferry [illegible]	[illegible]	435,4[illegible]	[illegible]	—	—
60	[illegible]	[illegible]	[illegible]	[illegible]	8-[illegible]	+ 46
61	[illegible]	[illegible]	64,7[illegible]	[illegible]	—	—
65	[illegible]	[illegible]	[illegible]	6-30-54	—	—
73	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	− 50
[illegible]	[illegible]	[illegible]	[illegible],453	[illegible]	—	—
96	[illegible]	[illegible]	[illegible]	[illegible]	—	—
3903	[illegible]	[illegible]	[illegible]	8-[illegible]	6-[illegible]-53	− 81
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]-53	[illegible]-53	− 18
57	[illegible]	[illegible]	[illegible]	[illegible]	—	—
99	[illegible]	[illegible]	[illegible]	[illegible]	—	—
4015	[illegible]	[illegible]	[illegible]	6-30-57	—	—

Total Amount [illegible] $4,[illegible],778

25 Contracts [illegible]
11 Completed [illegible] = [illegible]
5 [illegible] Loss 331 days
4 [illegible]

On Middle Cr. [illegible] spent $[illegible] Engr. (15.9%) between award date and Nov. 5, 1952 Total Engineering on Job: Authorized $26,401, Spent $22,500 for an underrun of $3901 or 14.8%

RECEIVED
SEP 29 1953
FOR FILING

3729

September 28, 1953

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

It is the intention of the State Highway Commission to release to Rogers Construction Co. a portion of the funds heretofore retained by the Commission on contract No. 3729, for grading on the Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway in Gilliam County.

This payment, in the amount of $28,365.44, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $10,135.74. The present payment will be released on or after October 8, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
9-28-53

RECEIVED
SEP 17 1953
FOR FILING

FI-145(7)

September 16th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Middle Unit, Arlington-Heppner Junction Contract #3729, Oregon FI-145(7), from April 30th, 1953, to August 31st, 1953, to the Rogers Construction Company, contractors.

Extremely wet weather, excessive wind and extra quantities all combined to make a difficult project for the contractor. Work was not started until April 30th, 1953, but was then carried on with good progress until the date of completion.

I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

R

cc to: H. G. Smith

RECEIVED
SEP 9 1953
FOR FILING

FI-115(7)

3729

September 8, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 31, 1953 on Contract No. 3729, Middle Unit, Arlington-Heppner Junction Section in Gilliam County, in connection with Federal Aid Project No. FI-115 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

Form E-1-1000

F1-145(7)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 4, 1953

Section Middle Unit Arlington - Heppner Junction

Kind of work Grading

Highway Columbia River

Section prefix 11-1012

Contractor Rogers Construction Company

Contract number 3729

Date of contract May 7, 1952

Date of completion April 30, 1953

Date work started Nov. 5, 1952

Estimated date of completion Sept. 1, 1953

Amount of contract $326,014.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $338,000.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 21,600.00, 82 %

Date project was completed Aug. 31, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the project this week and has moved most of his equiptment from the project.

Contractor worked on finishing and small items which were necessary for the completion of the project. High winds and drifting sand caused quite a little inconvienience in this finishing work, it drifting dithes full about as fast as they were cleaned out in certain areas. It will be necessary for the base rock to stabalize a couple of these sand areas on the roadway portion. This is being done at the present time.

Office crew is on the Semi-final estimate and it should be submitted within the next 10 days.

H. G. SMITH
NOTED

NOTED
B. A. MARTIN

Signed John H. Walker Resident Engineer

Address Boardman, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.74				
Miles partially completed	6.74				
Miles completed	6.74				
Total estimated quantities	415,000 CY				
Estimated quantities moved or placed to date	415,000 CY				
Average daily quantities	-				
Average daily quantities necessary to complete project on time	-				
Number shifts per day	1				
Hours per shift	10				
Average force on project for week	7				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors 1, Bulldozers 1, Sheep-foot rollers ...., 1 Carryall, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair	Wind	
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

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[illegible]

April 28, 1953

Mr. Chas. H. Reynolds
State Highway Commissioner
P. O. Box 898
La Grande, Oregon

Dear Mr. Reynolds:

Pursuant to your telephone request, I give you the following report relative to the Middle Unit of the Arlington-Heppner Junction Section, Contract No. 3729:

This project was let on May 7, 1952, with an April 30, 1953 time limit. The contractor submitting the low bid, Rogers Construction Company, planned the work as a winter operation, as the materials would move much easier when moist. He had planned on starting work early in the fall, but due to delay in completing other large projects on the Columbia River Highway west of The Dalles he was unable to move any material amount of equipment onto the job until November 6. His progress, at the start, indicated that he would finish on or about the completion date of April 30. Later, it was found that the job would run over into May at least. On April 17, after an inspection of the project by Mr. Bickmore, it was estimated that the completion date would be the latter part of June. A telephone call to the Resident Engineer as of this date gives us the information that the project will be finished in its entirety during the latter part of June, but that a four-mile section extending from the gravel pit where the crushing plant will be erected to the west end of the job will be completed within the next ten days, so that surfacing work could start immediately.

The surfacing work will be performed by Warren Northwest, Inc. under a subcontract with Goodfellow Brothers. The Goodfellow Brothers' contract specifies that the six-mile section graded under Contract No. 3729 must be surfaced with the base and top course rock surfacing and a temporary oil be placed thereon by September 30, 1953. All other work under Goodfellow's contract is to be completed by September 30, 1954, and all of the paving will be done during the season of 1954.

We have attempted to speed up Rogers Construction Company's work on Contract No. 3729 but have not considered it of too great importance, for the reason that the work will be completed and Rogers Construction Company will have gone from the job long before any further work could be performed on parts of the section being graded. We have this date checked with the subcontractor, Warren Northwest, Inc., and they advise that their present plans are to move a crushing plant to this job about July 1 and should be able to start rock production about mid-July. They will then immediately surface and oil the six-mile section graded by Rogers Construction Company. If Goodfellow Brothers have other portions of the roadway ready they will, of course, surface such sections as are ready.

As to progress of Goodfellow Brothers on Contract No. 3884, field reports indicate they are making excellent progress. The contract on this project was not awarded until March 4, and since that time the contractors have moved a total of 163,000 cubic yards of excavation and the project is 15 per cent finished, with only 7.8 per cent of time elapsed. I quote an excerpt from the field engineer's weekly report of April 17 on this job: "This work is progressing smoothly and it is probably one of the most efficient operations this office has had a chance to observe."

I am quite certain that this project is well in hand and that the six-mile section graded by Rogers Construction Company will be surfaced and oiled easily within the specified date of September 30, 1953 and the entire project will be completed within the specified time limit of September 30, 1954. I might further advise you that engineering costs on Rogers Construction Company's Contract No. 3729 are well below the allotted percentage, and a considerable saving in the engineering fund will result upon the completion.

I am attaching a sketch map illustrating the situation. You will note that it will be a decided advantage to the public to have the six-mile section shown in red surfaced and oiled for traffic by next fall, or about one year before the entire project will be usable.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me lg
Attachment

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FI-14[illegible] (7)

[illegible]

November 12, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 5, 1952, on Contract No. 3729, Middle Unit, Arlington-Heppner Junction Section, in connection with Federal Aid Project No. FI-145 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/sjc

Form PR 2 (Revised 1946)

614

State Oregon

Federal Aid Project No. FI-145(7)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of October, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 25th day of April, 1952, a program, which was approved on the 9th day of May, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 12th day of May, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred twenty thousand and 00/100 dollars ($220,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; (Include date and citation of Chapter 529, Laws 1939. act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 182+00 in the SW 1/4, Section 11, T. 3 N., R. 21 E., W.M., and survey station 538+00 in the NW 1/4, Section 35, T. 4 N., R. 22 E., W.M., without exception,

, length 6.742 miles, in Gilliam County, being Oregon Federal Aid project No. FI-145(7), consisting of 6.742 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, ~~of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred twenty thousand and 00/100 dollars ($220,000.00), which does not exceed the authorized Federal pro rata share of three hundred fifty-eight thousand, six hundred fifteen and 40/100 dollars ($358,615.40), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest:
/s/ H. B. Glaisyer
Secretary

(SEAL)

By /s/ Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:
/s/ R. H. Baldock
State Highway Engineer

By /s/ Chas. H. Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By /s/ W. H. Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11579-2

Oregon State Highway Department

Federal Aid Project
No. FI-145 (7)

ARLINGTON-HEPPNER JUNCTION SECTION OF THE COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 25, 1952

Type Code 0010
Roadway (Sta. 182+00 to 538+00)

All Required		Clearing and Grubbing		$ 5,000.00
180	cu. yds.	Structural Excavation, Unclassified	$ 3.00	540.00
30	cu. yds.	Trench Excavation, Unclassified	3.00	90.00
400,000	cu. yds.	General Excavation, Unclassified	0.70	280,000.00
1,100,000	yd. sta.	Short Overhaul	0.01	11,000.00
6,500	C-yd. sta.	Long Overhaul	0.50	3,250.00
6.74	miles	Finishing Roadbed and Slopes	600.00	4,044.00
20,000	lin. ft.	Rounding Cutbanks	0.15	3,000.00
100	lin. ft.	6-inch Corrugated Metal Pipe	1.00	100.00
250	lin. ft.	12-inch Corrugated Metal Pipe	3.00	750.00
1,800	lin. ft.	18-inch Corrugated Metal Pipe	4.00	7,200.00
120	cu. yds.	Class "A" Concrete	75.00	9,000.00
17,000	lbs.	Metal Reinforcement	0.12	2,040.00
			Subtotal	$326,014.00
			10% Engr. & Cont.	32,601.40
			Total	$358,615.40

Length of Roadway	6.742 miles
Cost per Mile	$53,191.24

Federal Funds- -	$220,000.00
State Funds- -	138,615.40
	$358,615.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. FI-145 (7)

ARLINGTON-HEPPNER JUNCTION SECTION OF THE COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications not as basis for project agreement.)

Salem, Oregon, May 8, 1952

Type Code 0010
Roadway (Sta. 182+00 to 538+00)

All Required		Clearing and Grubbing		$ 2,000.00
180	cu. yds.	Structural Excavation, Unclassified	$ 3.50	630.00
30	cu. yds.	Trench Excavation, Unclassified	3.00	90.00
400,000	cu. yds.	General Excavation, Unclassified	0.68	272,000.00
1,100,000	yd. stas.	Short Overhaul	0.015	16,500.00
6,500	C-yd. stas.	Long Overhaul	0.50	3,250.00
6.74	miles	Finishing Roadbed and Slopes	700.00	4,718.00
20,000	lin. ft.	Rounding Cutbanks	0.20	4,000.00
100	lin. ft.	6-inch Corrugated Metal Pipe	1.00	100.00
250	lin. ft.	12-inch Corrugated Metal Pipe	3.00	750.00
1,800	lin. ft.	18-inch Corrugated Metal Pipe	4.50	8,100.00
120	cu. yds.	Class "A" Concrete	65.00	7,800.00
17,000	lbs.	Metal Reinforcement	0.14	2,380.00
			Subtotal	$322,318.00
			10% Engr. & Cont.	32,231.80
			Total	$354,549.80
		Length of Roadway	6.742 miles	
		Cost per mile	$52,588.22	

Federal Funds	$220,000.00
State Funds	134,549.80
	$354,549.80

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3731

June 30, 1952

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you on May 27, 1952 by the State Highway Commission, as follows:

Contract No. 3729, for grading on the Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway in Gilliam County.

Contract No. 3731, for rock surfacing on the York Ranch-Hay Creek Section of the Wasco-Heppner Highway in Gilliam County.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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MAY 29 1952
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3729

May 28, 1952

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3729 for the grading project of the Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway in Gilliam County. This award was based on your low bid of $326,014.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

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OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 27, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project No. FI-145(7), Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway, to Rogers Construction Co. Inc., Portland, Oregon, low bidder in the amount of $326,014.00 at the May 27, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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MAY 29 1952
OREGON
STATE HIGHWAY COMMISSION

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 19, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The addition of Item 137, Project FI-145(7) to the Oregon Postwar Federal Aid Primary Highway Program was approved effective May 9, 1952. This relocation of (Interstate Highway) US 30 between Arlington and Heppner Junction is being substituted at this time for Project F-92(4), Item 130, Mt. Vernon-John Day along Federal Aid Route 5.

The project will appear on the program as follows:

Item	137
County	Gilliam
Project No.	FI-145(7)
F. A. Route No.	1
State Route No.	US 30
Termini	Four miles east of Arlington to one-half mile west of Heppner Junction
Construction Cost:	
Total	$400,000
Federal Funds	$240,000
State Funds	$160,000
Length	6.7 mile
Character of Work	Grading and draining, 2-lane

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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MAY 20 1952
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

OREGON DISTRICT
71 [illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project FI-145(7), Arlington-Heppner Junction Section of the Columbia River Highway, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

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3729 [illegible] pper)

April 15, 1952

Oregon State Highway Commission

Gentlemen:

I attach hereto a sketch map showing, by broken black line, the relocation of US30 between Arlington and Heppner Junction. Careful study has been given to this survey, and we now feel we have the best possible line, within reasonable cost.

This matter will be on the next agenda, and I recommend your approval of the survey as indicated between stations 9+48.41 and 633+95.0.

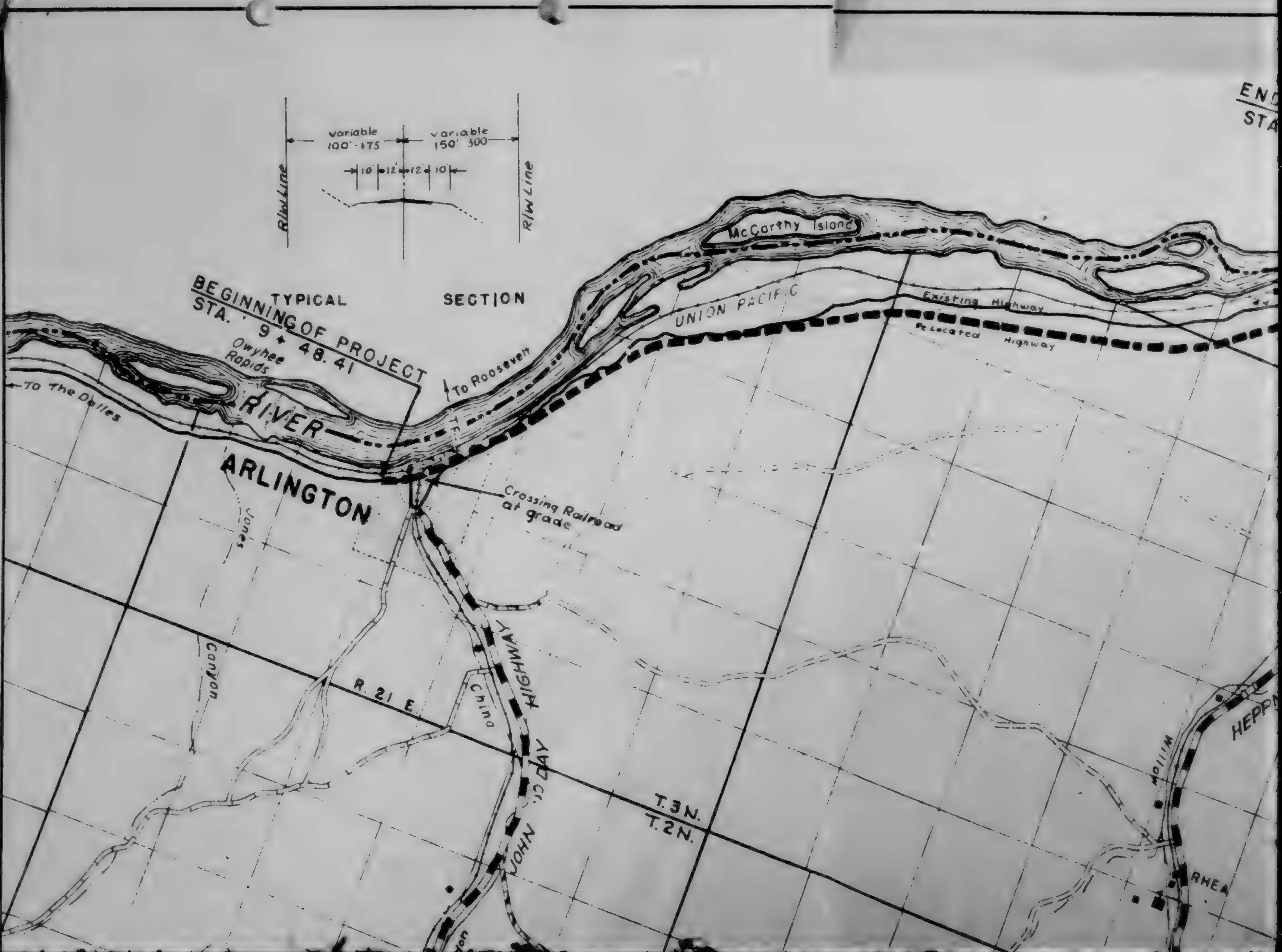
Very truly yours,

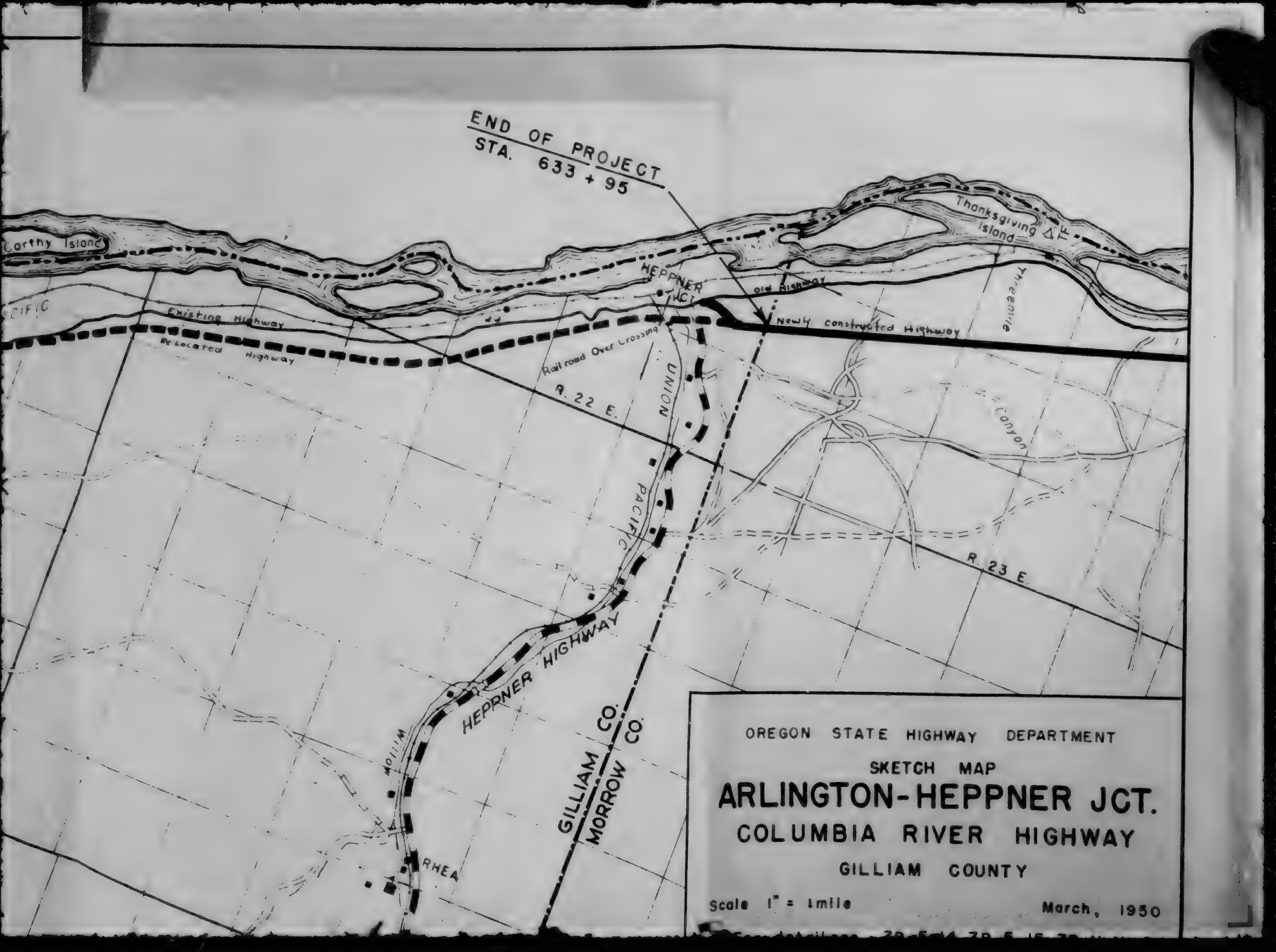
R. H. Baldock
State Highway Engineer

WCW:me lg

cc Mr. W. C. Williams
Mr. H. G. Smith

Attachment


TYPICAL SECTION
R/W Line
R/W Line
variable 100'-175
variable 150'-300
10' 12' 12' 10'
BEGINNING OF PROJECT
STA. 9 + 48.41
Owyhee Rapids
To The Dalles
RIVER
ARLINGTON
To Roosevelt
Crossing Railroad at grade
McCarthy Island
UNION PACIFIC
Existing Highway
Relocated Highway
END
STA
Jones
Canyon
Chino
R. 21 E.
JOHN DAY HIGHWAY
T. 3 N.
T. 2 N.
Willow
RHEA
HEPP



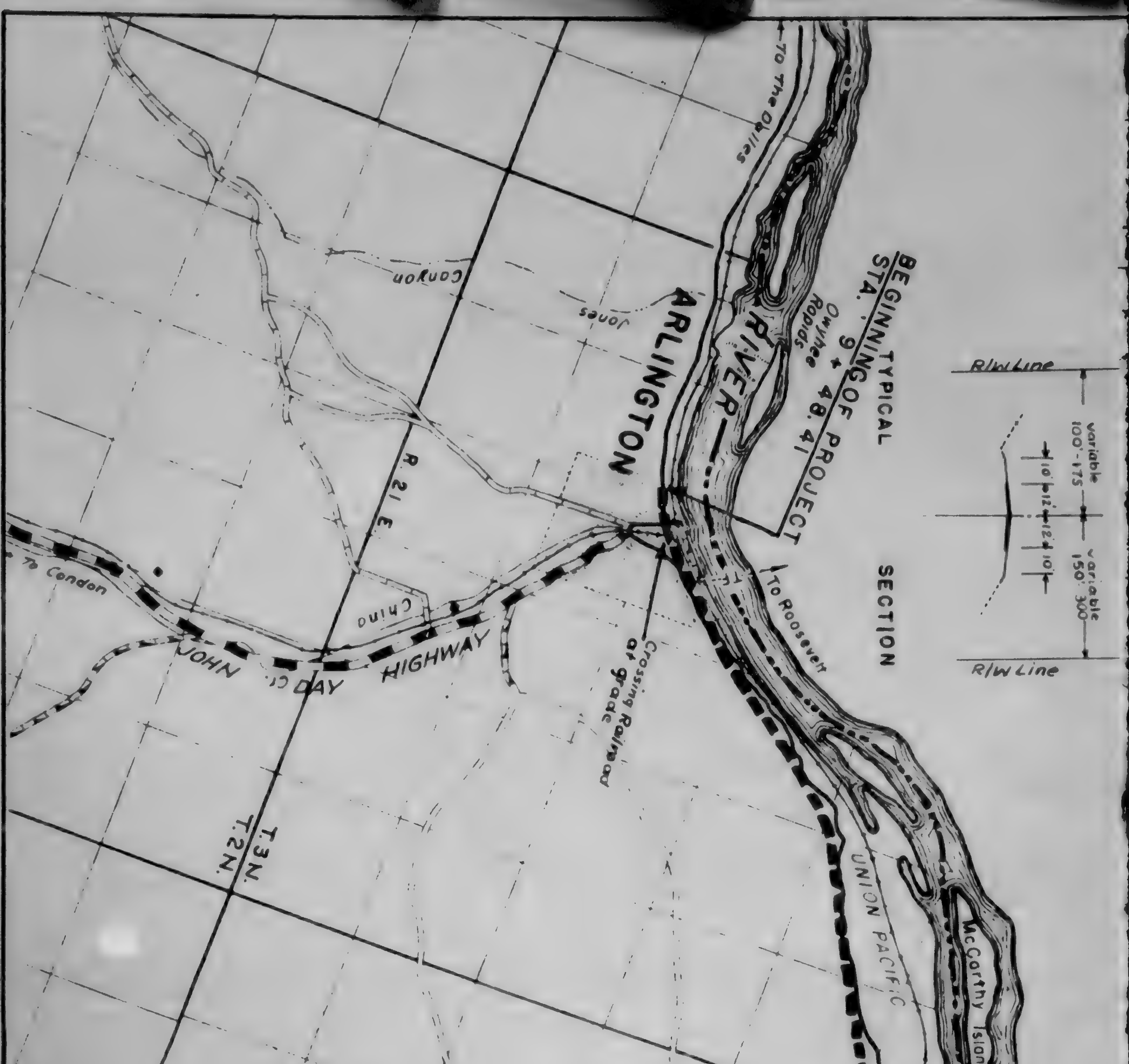
OREGON STATE HIGHWAY DEPARTMENT

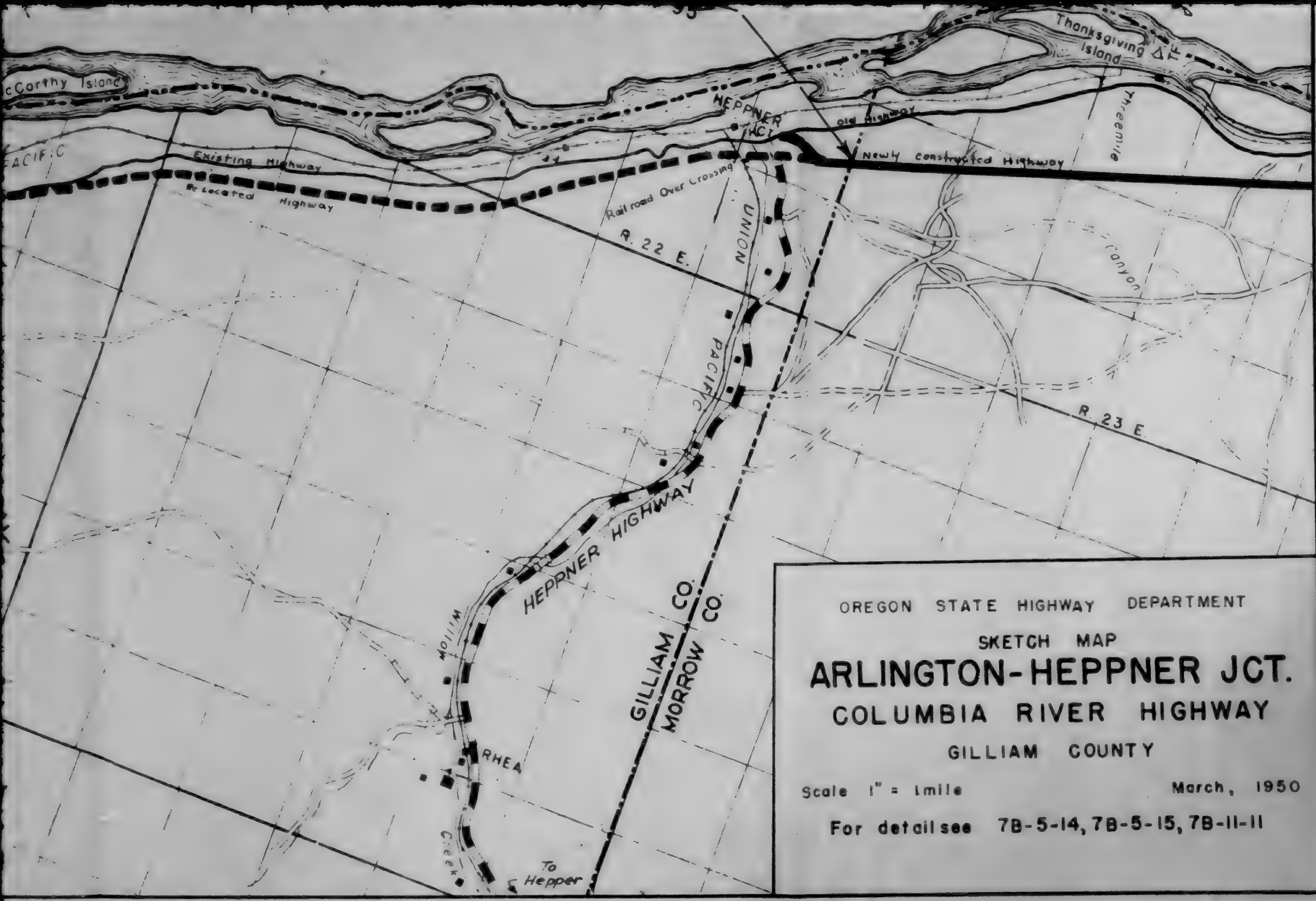
SKETCH MAP

ARLINGTON-HEPPNER JCT.
COLUMBIA RIVER HIGHWAY

GILLIAM COUNTY

Scale 1" = 1mile March, 1950


BEGINNING OF PROJECT
STA. 9 + 48.41
TYPICAL SECTION
R/W Line
variable 100'-175'
10' 12' 12' 10'
variable 150'-300'
R/W Line
ARLINGTON
RIVER
Owyhee Rapids
To The Dalles
Canyon
Jones
To Roosevelt
Crossing Railroad at grade
China
To Condon
JOHN DAY HIGHWAY
R. 21 E.
T.3N.
T.2N.
UNION PACIFIC
McCarthy Island
Existing Highway
Relocated Highway
Willow Creek
RHEA
To Heppner
HEPPNER
STA



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

ARLINGTON-HEPPNER JCT.
COLUMBIA RIVER HIGHWAY

GILLIAM COUNTY

Scale 1" = 1mile March, 1950

For detailsee 7B-5-14, 7B-5-15, 7B-11-11

[illegible] Prineville-[illegible] [illegible] [illegible]
Sec. of the Paulina Secondary Hwy.
#3730 southeast from Prineville.

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OREGON STATE HIGHWAY DEPARTMENT
(date)
October 1, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
107-1		
3730	3-final	Parker-& Fuhrman

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17845	R-50537	$ 591.75	9/30/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: June 30, 1952

Time Extensions: Extended to July 18, 1952 without penalty

Completion Date: July 18, 1952

Date Accepted: Aug. 18, 1952.

Penalties: None of record

Claims: None of record

Remarks:

Date: Oct. 1, 1952

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
A. A. Wicklander

CARD
11-2-52

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19th, 1952

SUBJECT:

To:
Mr. W. E. Chandler
Division Engineer
State Highway Department
Bend, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Your Order for State Force Work, in the amount of $5,000, on the Prineville-Eagle Rock Section is being approved with the understanding that you will complete this work in not to exceed 30 days, as it is not the intention to apply savings in funds on contract projects to maintenance work.

An exception is being made in this case, but the job must be completed within 30 days, and the cost is not to exceed the $5,000.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

cc to: W. C. Williams ✓

FORM E-30 25M 1-52 55410

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

#37

Bend, Oregon
September 12, 1952

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Herewith, State Force Order on the Prineville-Eagle Rock Section of the Paulina Secondary Highway, Contract No. 3730. This was finished some time ago. We have been doing a large amount of patching and there is considerable more to do; also, ditches are full of excessive surfacing, which must be cleaned out before the rains start. The contract under run some $7,000.00. We expected considerable patching when this single shot of oil was decided on. This maintenance is excessive and it seems to me it should be charged to the construction job, that is $5,000.00 only.

There are about 70 log trucks per day over this section.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me
Encls.
cc: Mr. E. A. Collier
Mr. F. E. Johnston

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FOR FILING

September 9, 1952

Parker & Fuhrman
500 Dekum Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 18, 1952, had under discussion your request for an extension of time of 18 days, from June 30 to July 18, 1952, within which to complete your contract No. 3730 for oiling on the Prineville-Eagle Rock Section of the Paulina Secondary Highway in Crook County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer
Alfred W. Bates,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
[illegible]

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SEP 5 1952
FOR FILING

September 5, 1952

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3730 for oiling on the Prineville-Eagle Rock Section of the Paulina Secondary Highway in Crook County was completed by the contractor, Parker & Fuhrman, on July 18 and was formally accepted by the Highway Commission on August 18, 1952.

Final payment in the amount of $591.75 will be released to the contractor on or after September 15, 1952. The total contract amount is $19,724.93 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

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August 13, 1952

Oregon State Highway Commission

Request for extension of time
No. 13
August 18 and 19 meeting

Gentlemen:

Herewith a request from Parker & Fuhrman for an Extension of Time on Contract No. 3730, Prineville-Eagle Rock Section of the Paulina Secondary Highway, from June 30, 1952 to July 18, 1952.

This project allowed very little time for the actual performance of the work and unseasonable rains during the forepart of June prevented oiling when it was anticipated that the work could be done. There was no inconvenience to the traveling public, nor additional engineering expenses incurred because of the overrun.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure
cc Mr. W. C. Williams
Mr. H. G. Smith

EAP: bl

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AUG 19 1952
FOR FILING

[illegible]

[illegible]

August 7, 1952

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor Mills Tower
San Francisco, California

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Parker and Fuhrman on Contract No. 3730, covering oiling work on the Prineville-Eagle Rock Section of the Paulina Secondary Highway in Crook County. This payment, in the amount of $15,408.62, will be made on or after August 17, 1952. The retained percentage is $591.75.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - Amerata and Schram
440 Mead Building
Portland 4, Oregon

NOTED ON CARD

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 19, 1952

Section Prineville-Eagle Rock

Kind of work Oiling

Highway Paulina Secondary

Section prefix 107-1016

Contractor Parker & Fuhrman

Contract number 3730

Date of contract May 27, 1952

Date of completion June 30, 1952

Date work started June 17, 1952

Estimated date of completion July 18, 1952

Amount of contract $24,661.50

Per cent of time elapsed 153 %

Estimated cost of completed project, exclusive of engineering $28,561.50

Per cent of contract completed, based on total contract price . . . . 97 %

Engineering cost to date $ 940.41, 41 %

Date project was completed July 18, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished oiling Monday and has been brooming the road the rest of the week.

NOTED
H. G. SMITH

RECEIVED
[illegible]

NOTED
B. A. MARTIN

Signed Alfred W. Bates

Address Prineville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		14.2			
Miles partially completed					
Miles completed		14.2			
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		4			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Hot		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Warm		
Friday	"		
Saturday	"		

RECEIVED
JUN 19 1952
FOR FILING

June 18, 1952

Parker & Fuhrman
500 Dekum Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3730, which was awarded to you on May 27, 1952 by the State Highway Commission, for oiling on the Prineville-Eagle Rock Section of the Paulina Secondary Highway in Crook County.

We are also mailing an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
May [illegible] 1952
FOR FILING

May 29, 1952

Parker & Furman
500 Dekum Building
Portland, Oregon

Gentlemen:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3730 for the oiling project of the Prineville-Eagle Rock Section of the Paulina Secondary Highway in Crook County. This award was based on your low bid of $24,661.50 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

111-1913 York [illegible]-Way Creek Sec. 1952
of the [illegible]-[illegible]ner Hwy., about [illegible]
miles west of Condon.

43731

RECEIVED
FOR FILING
11-1 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 10, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3731	2 & 3 final	Rogers Constr. Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1837	R-60018	$ 1,125.84	2/10/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1952

Time Extensions: Dec. 15, 1952

Completion Date: Nov. 28, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-11-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: FEB [illegible]

RECEIVED
JAN 28 1953
FOR FILING

111-[illegible]

January 27, 1953

Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3731 for rock surfacing on the York Ranch-Hay Creek Section of the Wasco-Heppner Highway in Gilliam County was completed by the contractor, Rogers Construction Co., on November 28, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $1,125.84 will be released to the contractor on or after February 6, 1953. The total contract amount is $37,527.95, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as the surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

TED ON CARD
1-27-53

RECEIVED
JAN [illegible] 53
FOR FILING

M-[illegible]

3731

January 13, 1953

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 45 days, from October 31 to December 15, 1952, within which to complete your contract No. 3731 for rock surfacing on the York Ranch-Hay Creek Section of the Wasco-Heppner Highway in Gilliam County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

A. F. Parsons

cc: ~~E. V. Chidsey~~,
Division Engineer

John H. Walker,
Resident Engineer

H. G. Smith,
Construction Engineer

R

RECEIVED
DEC 16 1952
FOR FILING

111-1013

3/31

December 16, 1952

Request for extension of time
No. 1
January 6 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Rogers Construction Company for an extension of time on Contract No. 3731, York Ranch-Hay Creek Section of the Wasco-Heppner Secondary Highway, from October 31, 1952 to December 15, 1952.

The contractor based his request upon the fact that his crushing equipment was tied up on the Mill City-Stout Creek paving job on which we had promised that he could start by May 31, 1952. Due to the delay of the grading contractor, he was unable to start until approximately 60 days later. This delay reflects on this surfacing contract because of the inability to provide crushing equipment.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

Form E-1—5M—4-47

111-1013

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section York Ranch - May Creek

For Week Ending Nov. 28, 1952

Highway Wasco - Heppner

Kind of work Rock Surfacing

Contractor Rogers Construction Company

Section prefix 111-1013

Date of contract May 27, 1952

Contract number A731

Date work started June 10, 1952

Date of completion Oct. 31, 1952

Amount of contract $37,908.00

Estimated date of completion Nov. 28, 1952

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $37,677.96

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1,500, 50 %

Date project was completed Nov. 28, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the project this week and is moving his equiptment from the job. Blading and rolling continued this week to a time where the benefit from this work seemed to cease. This was due to the freezing conditions. The roadway is well frozen and any other work would tend to tear it up rather than help. The first 3000 ft of the project was placed at one time in a 4 " lift and the remainder in 2 lifts. From inspection of tne roadway there is a definate difference in these two pieces of construction. The portion of the 4" lift was worked more but the results were not nearly as good. It corrugates more and did not set up in the manner of the remainder of the project.

The project at the present is an excellent looking project and seemingly is well compacted but it is my opinion that in the spring when the frost goes out that it will loosen up and may give some maintenance troubles.

NOTED
H. G. SMITH

RECEIVED
DEC 2 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed Resident Engineer

Address Boardman, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		5.04			
Miles partially completed		5.04			
Miles completed		5.04			
Total estimated quantities		11,700 C.Y.			
Estimated quantities moved or placed to date		11,622 C.Y.			
Average daily quantities		-			
Average daily quantities necessary to complete project on time		Over time limit			
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Foggy		
Tuesday	Foggy		
Wednesday	Foggy		
Thursday	Foggy		
Friday	Foggy		
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUN 30 1952
FOR FILING

June 30, 1952

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you on May 27, 1952 by the State Highway Commission, as follows:

Contract No. 3729, for grading on the Middle Unit, Arlington-Heppner Junction Section of the Columbia River Highway in Gilliam County.

Contract No. 3731, for rock surfacing on the York Ranch-Hay Creek Section of the Wasco-Heppner Highway in Gilliam County.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 29 1952
FOR FILING

3731

May 29, 1952

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3731 for the rock surfacing project on the York Ranch-Hay Creek Section of the Wasco-Heppner Highway in Gilliam County. This award was based on your low bid of $37,908.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

3732 SEE: Contract 3636

[illegible] (6) Columbia River Bridge [illegible]
[illegible] Structure & [illegible]
#[illegible] ; Col. River Hw. near [illegible]

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 31, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3732	8-final	TELLER CONSTRUCTION CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14955	R-72760	$3,713.58	July 30, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: April 30, 1953

Time Extensions: to May 13, 1953 with penalty

Completion Date: May 13, 1953

Date Accepted: June 25, 1953

Penalties: A time extension penalty was assessed 6-25-53

Claims: None of record

Remarks:

Date: 8-3-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

A A Wicklander

NOTED ON CARD
8-3-53

RECEIVED
JUL 24 1953
FOR FILING

F1-35(1)

3732

July 24, 1953

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State highway contract No. 3732 for work performed on the Columbia River Bridge Section of the Columbia River Highway in Hood River County was completed by the contractor, Teller Construction Company, on May 13, 1953 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $3,713.58 will be released to the contractor on or after August 3, 1953. The total contract amount is $47,891.59, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Continental Casualty Company
Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.,
Portland 4, Oregon

NOTED ON CARD

7-24-53

RECEIVED
JUL 15 1953
FOR FILING

FFI-25( )

July 13, 1953

Teller Construction Co.
215 Builders Exchange Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on June 25, 1953, had under discussion your request for an extension of time of 15 days, from April 30 to May 15, 1953, within which to complete your contract No. 3732 for construction of grade separation, structure and pumphouses on the Columbia River Highway in Hood River County.

The Highway Commission granted your request for an extension of time from April 30 to May 13, the actual completion date of the contract, subject to the reimbursement to the State by you for all engineering expenses incurred between the specified completion date and the actual completion date of the contract. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

Robert Ellison,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

RECEIVED
JUN 8 - 1953
FOR FILING

CFI-[illegible]

June 2, 1953

Oregon State Highway Commission

Request for extension of time
No. 5
June 25 and 26 meeting.

Gentlemen:

Re: Columbia River Bridge Grade Separation Structure and [illegible]
Contract 3772
Teller Construction Company,
Contractor

Teller Construction Company, contractor for the above project, requests an extension from the specified completion date of April 30, 1953, to and including May 15, 1953, to cover the completion of the work on this project. The work on the project was completed on May 13.

It is alleged by the Teller Construction Company that the delay was due to difficulties in driving piles and to inclement weather. In so far as we can determine, the pile driving was no more difficult than on other projects in the vicinity, and, while this company laid off most of the winter months, other contractors continued working.

It is recommended that the extension be granted subject to the contractor reimbursing the State for all engineering expenses incurred between the specified completion date of April 30 and May 13.

Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

GSP:gm

RECEIVED
[illegible]
FOR FILING

[illegible]

[illegible]

November 28, 1952

Pacific Power & Light Company
Hood River, Oregon

Attention: Mr. H. A. House
Manager

Gentlemen:

Will you please arrange to connect with our pumphouse east of Hood River to supply power for the pumps installed therein. There are two pumps, each driven by a five-horse, 220-volt, three-phase AC motor. We would like to have this hooked up as soon as convenient.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

3732

RECEIVED
[illegible]
FOR FILING

June 30, 1952

Teller Construction Co.
215 Builders Exchange Bldg.
Portland 4, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3732, which was awarded to you on May 27, 1952, covering Columbia River Bridge Grade Separation Structure and Pumphouses on the Columbia River Highway in Hood River County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
[illegible] 1952
FOR FILING

[illegible]

[illegible]

May 29, 1952

Teller Construction Company
215 Builders Exchange Building
Portland, Oregon

Gentlemen:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3732 for the Columbia River Bridge Grade Separation Structure and pumphouses on the Columbia River Highway in Hood River County. This award was based on your low bid of $45,405.60 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. FRANZWA, SIAC

RECEIVED
JUN J 1952
FOR FILING

B71-35 ([illegible])

3732

May 27, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

On the Columbia River Bridge Grade Separation Structure, Columbia River Highway in Hood River County, Federal-aid Project No. BFI-35 (6), only one bid has been received. The one bid is from the Teller Construction Company, of Portland, Oregon, in the amount of $45,405.60.

The Highway Engineer's estimate on this project was 45.458 ~~$48~~,458, which is $52.40 above the bid submitted.

The estimate was carefully prepared, and it is considered impossible that any lower bid would be secured from readvertising, particularly owing to the fact that the bid already received is below the Engineer's estimate.

We respectfully request your concurrence in the award of a contract on this project to the Teller Construction Company, Portland, Oregon, on its bid of $45,405.60.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. S. H. Probert

RECEIVED

FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible] 35(6)

3732

May 27, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project No. BFI-35(6), Columbia River Bridge Grade Separation Structure on the Columbia River Highway, to Teller Construction Co., Portland, Oregon, low bidder in the amount of $45,405.60 at the May 27, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
MAY 29 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

COPY

[illegible]

CORPS OF ENGINEERS, U.S. ARMY

Office of the District Engineer
Portland, Oregon District

628 Pittock Block
Portland 5, Oregon

Address Reply To

The District Engineer
NPPGD-1

May 7, 1952.

State Highway Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of April 24, 1952 requesting approval of the plans for the rebuilding of the pump house and related sub-drainage facilities of the Bonneville Project in the industrial area directly east of Hood River, Oregon.

The design, as indicated on Drawings 10333, 10334 and 10335, is approved subject to the provision that consideration be given to the suggested change in the ladder step design indicated in red on Drawing 10334. Revision of this detail will provide construction in conformance with current safety standards of this office. The specifications should contain the provisions mentioned in paragraphs 2 and 3 of the above letter.

It is assumed that the electrical cable in the new plant will be equivalent to that in use at the existing plant.

Very truly yours,

/s/ T. H. Lipscomb

T. H. Lipscomb,
Colonel, Corps of Engineers,
District Engineer.

3 Incls.:
Drwgs. 10333, 10334, 10335

RECEIVED
1952
FOR FILING

April 24, 1952

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Pump House East of Hood River

Herewith two sets of prints from our Drawings 10333-35 inclusive, which are the plans for the rebuilding of the pump house in the area just east of Hood River. I believe you will find that these plans follow our conferences with your staff regarding the matter.

We have attempted to duplicate the existing pump house as shown on your construction plans, with only very minor changes to take care of rearrangement. We propose to salvage all equipment in the existing installation and move it into the new pump house. We will provide in our specifications that, if the contractor is not able to salvage any part of the equipment, he shall replace it with identical new equipment.

We will specify that the existing pump house remain in operation until high water in the river is over and will further specify that, if it becomes necessary, our contractor shall provide portable pumping equipment so that the water level may be held down to a reasonable elevation in the area.

This project is scheduled for contract on May 26 and 27, and, in order that we may be entirely clear, I would ask your early attention and approval of the plans.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc G. S. Paxson

COPY

FORM E-30X 15M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 14th, 1951

SUBJECT:

To: Mr. G. S. Paxson
Bridge Engineer
Office

Dear Sir:

Herewith please find Assignment #2495 from Mr. Williams' office in regard to a pump house at Hood River which will be inside the area of our proposed embankment. It is proposed to leave the pump house in its present location and extend it to the surface of the shoulder of the highway.

The letter from Col. Burns indicates that there will be no objection to this scheme if traffic is kept off the structure. A curb and railing as proposed by Col. Burns would be distinctly a traffic hazard, the corner of the pump house if extended being only three feet from the edge of the pavement. It is desired that the structure be covered in such a way as to leave the shoulder free of obstructions and, therefore, some investigation as to the effect of traffic on the structure should be made.

I would appreciate your opinion on this matter before preparing an answer to Col. Burns' letter.

Very truly yours,

H. W. Libby /s/

H. W. Libby
Chief Locating Engineer

HWL:AR
Enc.

ASSIGNMENT

No. 2495
By

ebruary 12, 1951

Description: Letter of February 7 by U. S. Army Engineers relative to the pump house and drainage area just east of Hood River and its relation to proposed highway location ✓

Acknowledged by _ _ _ _ _ Referred to Smith

Investigate and report with recommendation
xx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _ _

maps and correspondence returned 5-15-52.

Remarks: See Mr. Papan's letter of 4-24-52.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

(Maps attached - please return)

ADDRESS REPLY TO
THE DISTRICT ENGINEER
NOT TO INDIVIDUALS

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
OFFICE OF THE DISTRICT ENGINEER
PORTLAND DISTRICT
628 PITTOCK BLOCK
PORTLAND, OREGON

REFER TO FILE
NO. NPPGD-4

February 7, 1951

RECEIVED
FEB 9 1951
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

ATTN: Mr. W. C. Williams, Assistant State Highway Engineer.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Gentlemen:

Reference is made to your letters of January 15 and 19, 1951, relative to the pump house and drainage area just east of Hood River, and its relation to proposed highway location.

There are inclosed two copies of our drawing R-2-71, sheets 3, 4, 8, 9 and 12. Your attention is called to changes in elevations of the drain lines and location and elevation of the outfall pipe mentioned in paragraph 3 of your letter of January 15, 1951. The changes from the original installation and as it now exists are shown on sheet 12. The other drawings are included to give you the information requested.

In order to provide access to the sump on the easterly side of the pump house as shown on sheet 8 of the drawings, it will be necessary to extend the walls of the sump to above the roadway fill. If the walls of the pump house and sump are extended, a curb and railing should be provided to keep traffic off of the structure. Due to foundation conditions in the area, extreme care should be exercised in placing any embankment around this pump house to avoid tipping or other damage to the structure.

NOTED
W. C. WILLIAM

Surface drainage from the highway can be handled by gravity flow except during flood stage of the Columbia River at which time pumping will be required. The present pumping capacity is only sufficient to care for the present needs, and due to a low area this drainage cannot be handled by gravity flow. Therefore, if additional drainage facilities are connected into this unit, more pumping and enlargement of the sump would be required.

The Government does not own any right-of-way in this area, but does have perpetual easements for the construction, operation and maintenance of the present installation. The easement for the pumping plant is confined to the area now occupied. If these facilities are moved, it will be necessary for the Highway Commission to furnish the Government with facilities equal to those presently installed and easement rights equal to those presently held by the Government.

In view of the above it is the opinion of this office that it would be better to construct another pumping station at a more suitable location and rearrange the drainage facilities. The various problems involved have been discussed with your Resident Engineer at Hood River, and we would be pleased to go into this matter further at any time.

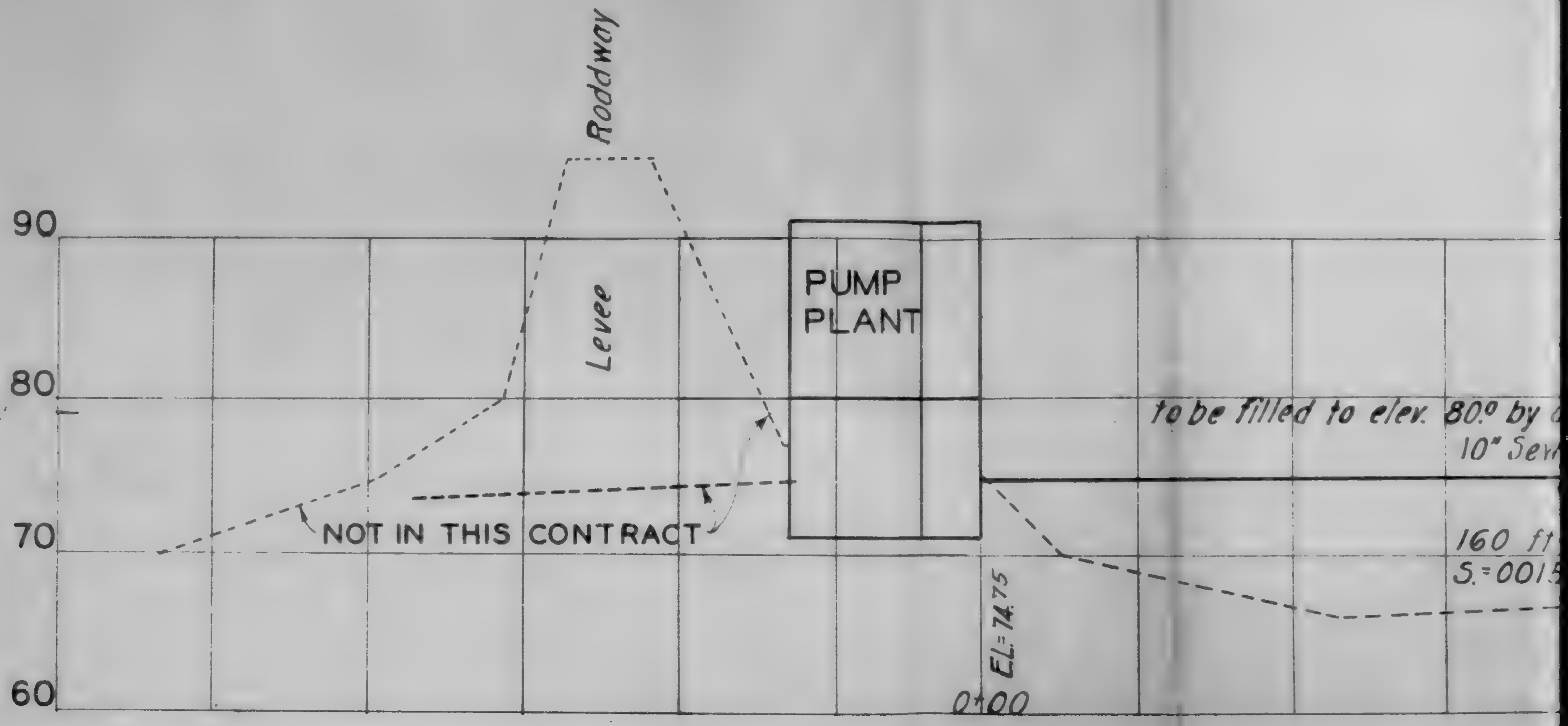
Very truly yours,

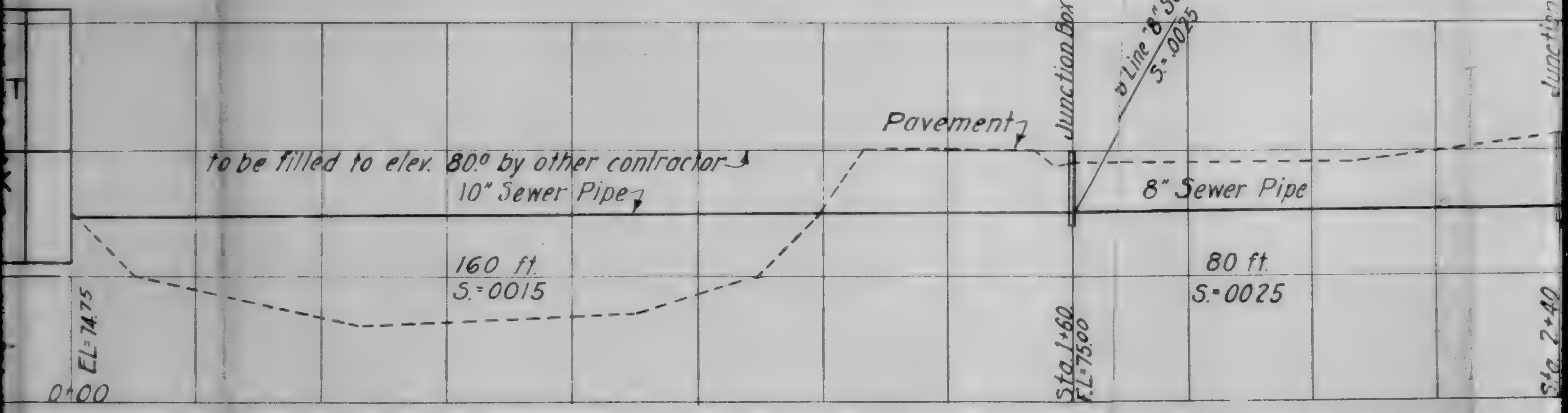
D. S. Burns,
Colonel, Corps of Engineers,
District Engineer.

Incl.:
Drawing R-2-71 (in dup)
Sheets 3, 4, 8, 9 & 12

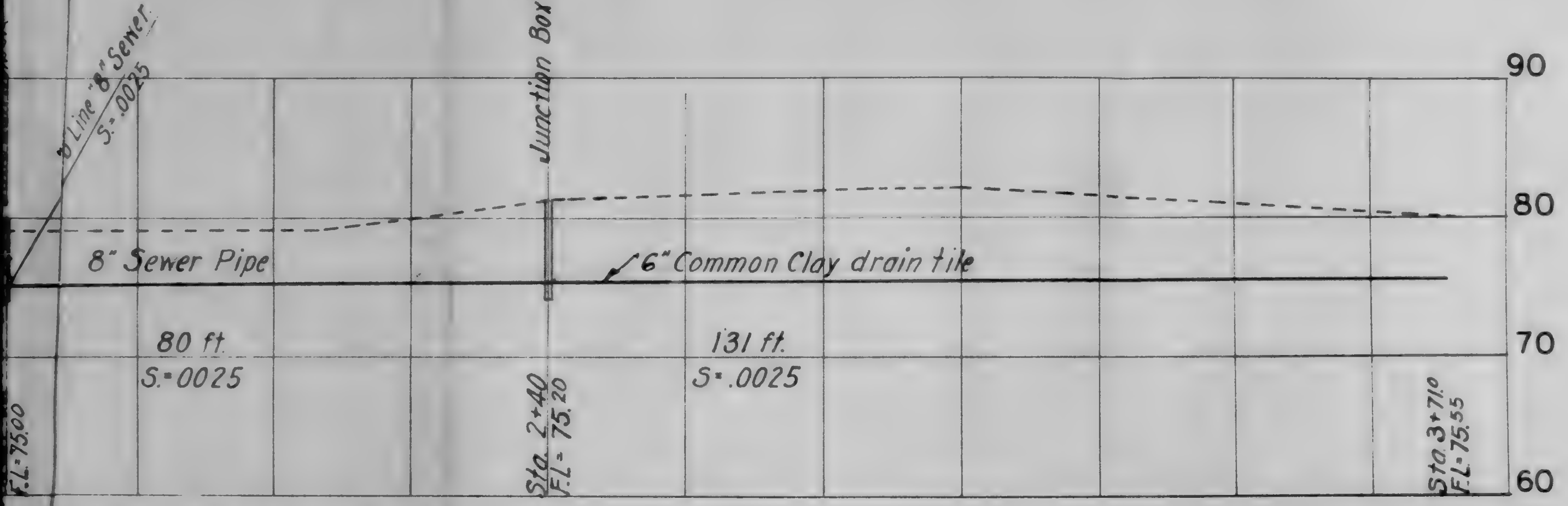
1-35( ) Col. River [illegible] Grade Separation
Structure & [illegible] on C[illegible]
#3732 River Hwy. MAPS ONLY

WAR DEPARTMENT



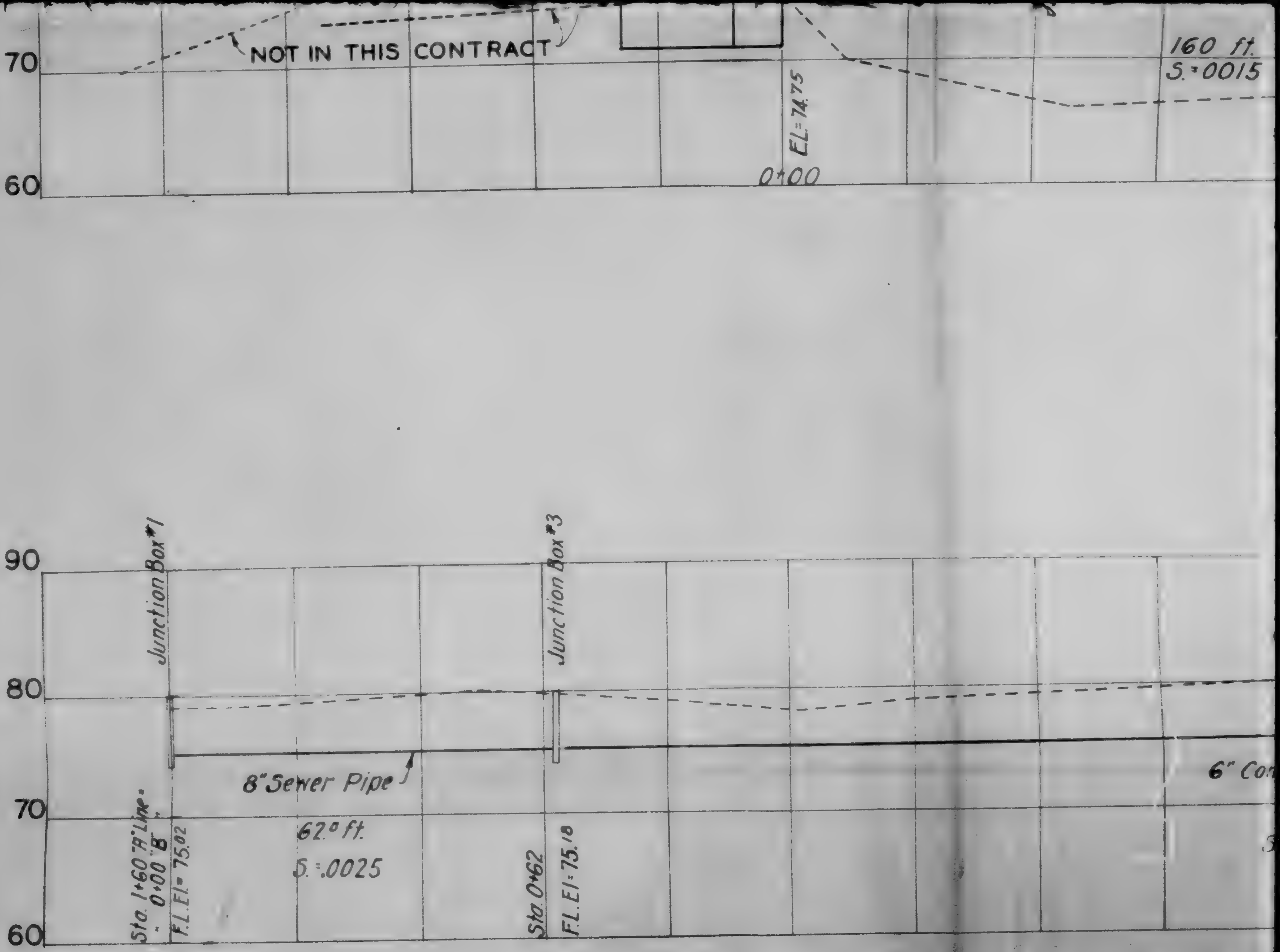


"A" LINE PROFILE OF SEWER & DRAIN TILE



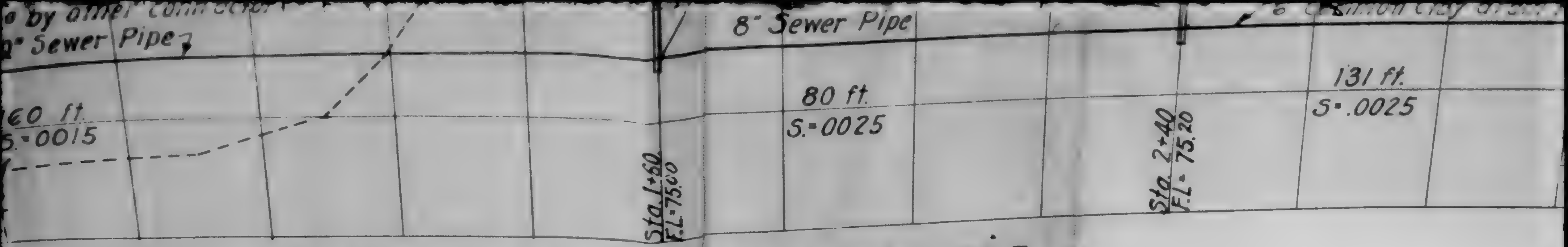
SEWER & DRAIN TILE

CORPS OF ENGINEERS U. S. ARMY

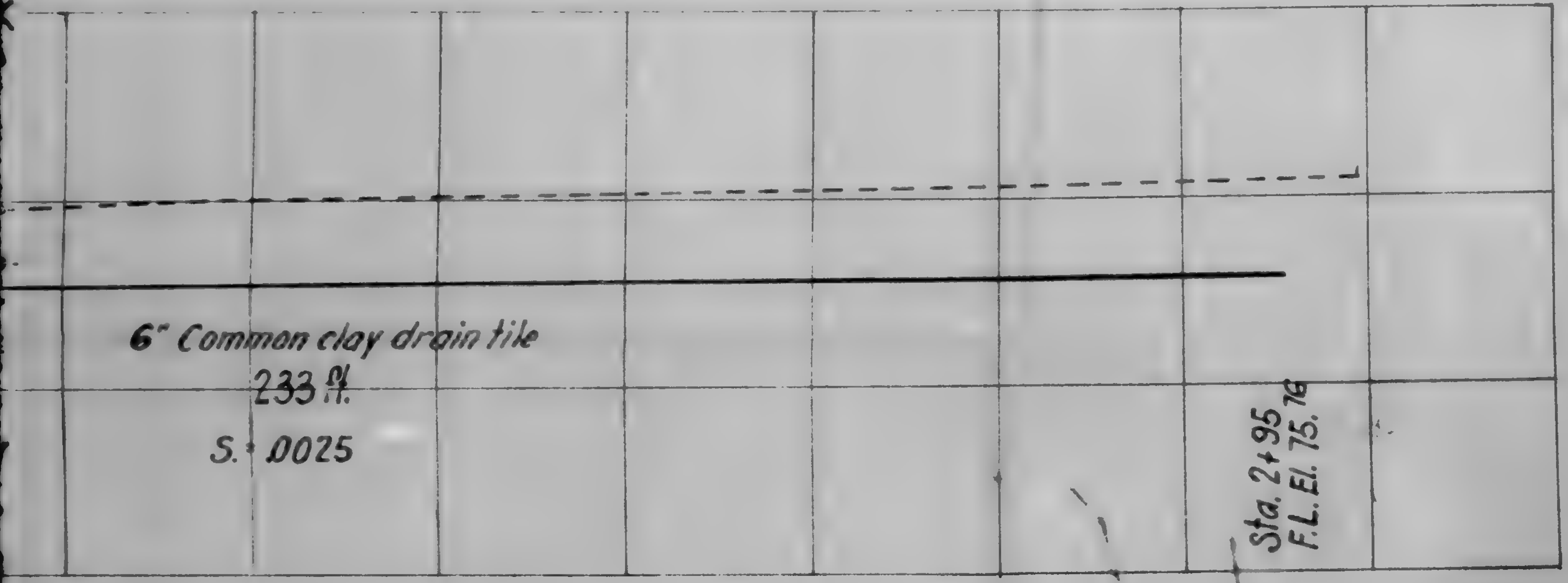


PROFILE OF B LI

NOTE: For location of Junction Box



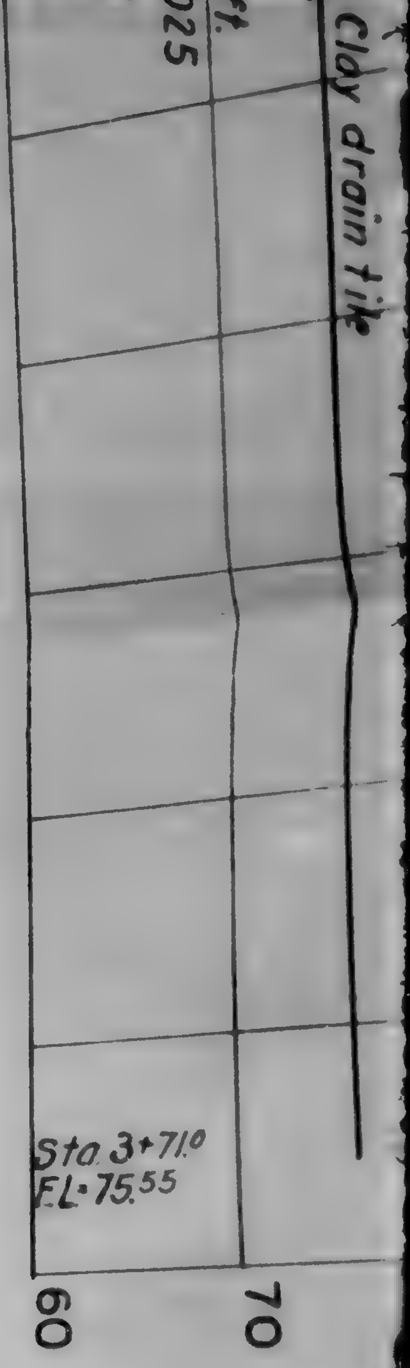
"A" LINE PROFILE OF SEWER & DRAIN TILE



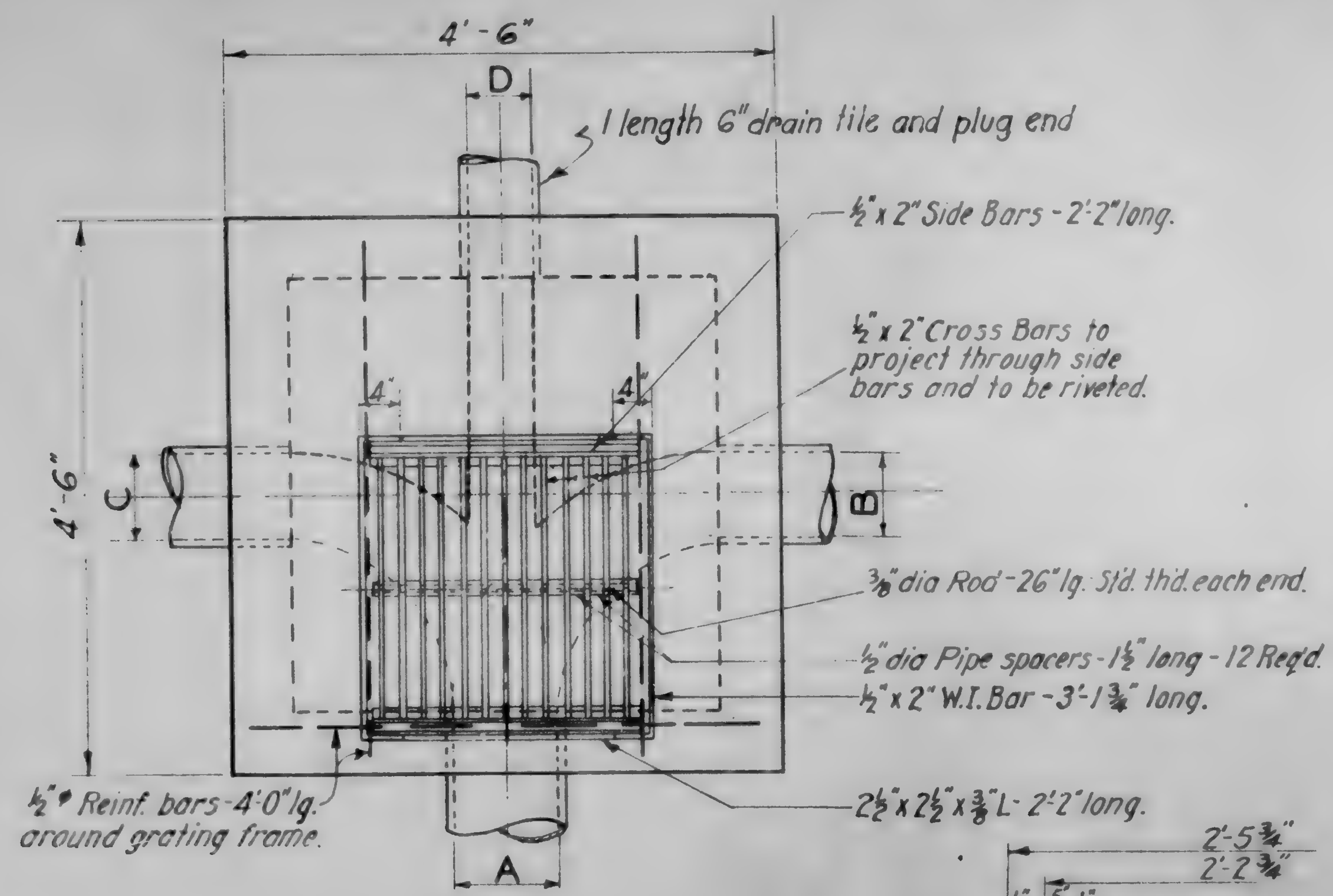
OF B LINE

SCALES OF PROFILES
HORIZ. SCALE: 1"=20'
VERT. " 1"=10'

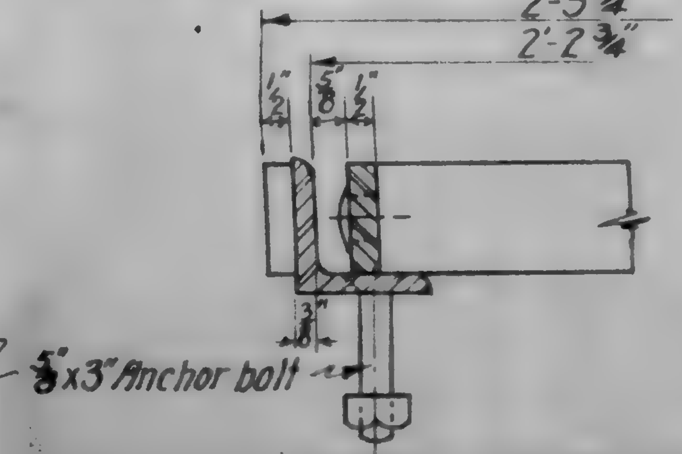
Junction Boxes,

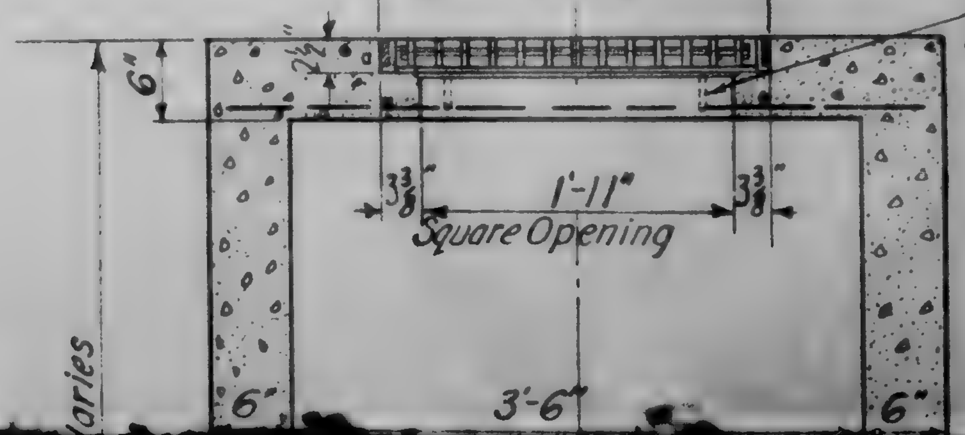

Clay drain tile
ft.
025
Sta. 3+71.0
F.L. 75.55
60
70

Drain Pipes see Sheet 3 of



4'-6"
D
1 length 6" drain tile and plug end
½" x 2" Side Bars - 2'-2" long.
½" x 2" Cross Bars to project through side bars and to be riveted.
4"
4"
4'-6"
C
B
⅜" dia Rod - 26" lg. Std. thd. each end.
½" dia Pipe spacers - 1½" long - 12 Reqd.
½" x 2" W.I. Bar - 3'-1¾" long.
½" ⌀ Reinf. bars - 4'-0" lg. around grating frame.
2½" x 2½" x ⅜" L - 2'-2" long.
A





Junction Box Number	Diameter & Kind		
	A	B	C
1	10" Sewer	8" Sewer	8" Sew
2	None	8" "	6" Drain
3	None	6" Drain Tile	8" Sew

Pipes see Sheet 3 of Dwg. R-2-71.

long.

ed.

'd. thd. each end.

½" long - 12 Reg'd.

¾" long.

ng.

2'-5¾"

2'-2¾"

DIAMETER & KIND OF PIPE			
A	B	C	D
10"Sewer	8"Sewer	8"Sewer	6"Drain Tile
None	8" "	6"Drain Tile	6" " "
[illegible]	6"Drain Til	8"Sewer	6" " "

NOTE

See R-2-71 Sheet 12 for revised elevations of outfall pipe. and drain pipes.

NO.	REVISION	DATE	BY	AP'V'D
1.	Eliminate bldg. revisions, C.B. and drainage.	2/16/38	B.E.W.	F.M.

BONNEVILLE PROJECT

OVERHEAD CROSSING
ROAD AND DRAINAGE SYSTEM
NEAR HOOD-RIVER, OREGON.

DRAINAGE PROFILES AND DETAILS

SCALES: AS SHOWN.

U. S. ENGINEER OFFICE, BONNEVILLE DISTRICT, (OREGON).

SUBMITTED Roberts
ASSOCIATE ENGINEER

RECOMMENDED F.M. Kennett.
PRINCIPAL ENGINEER

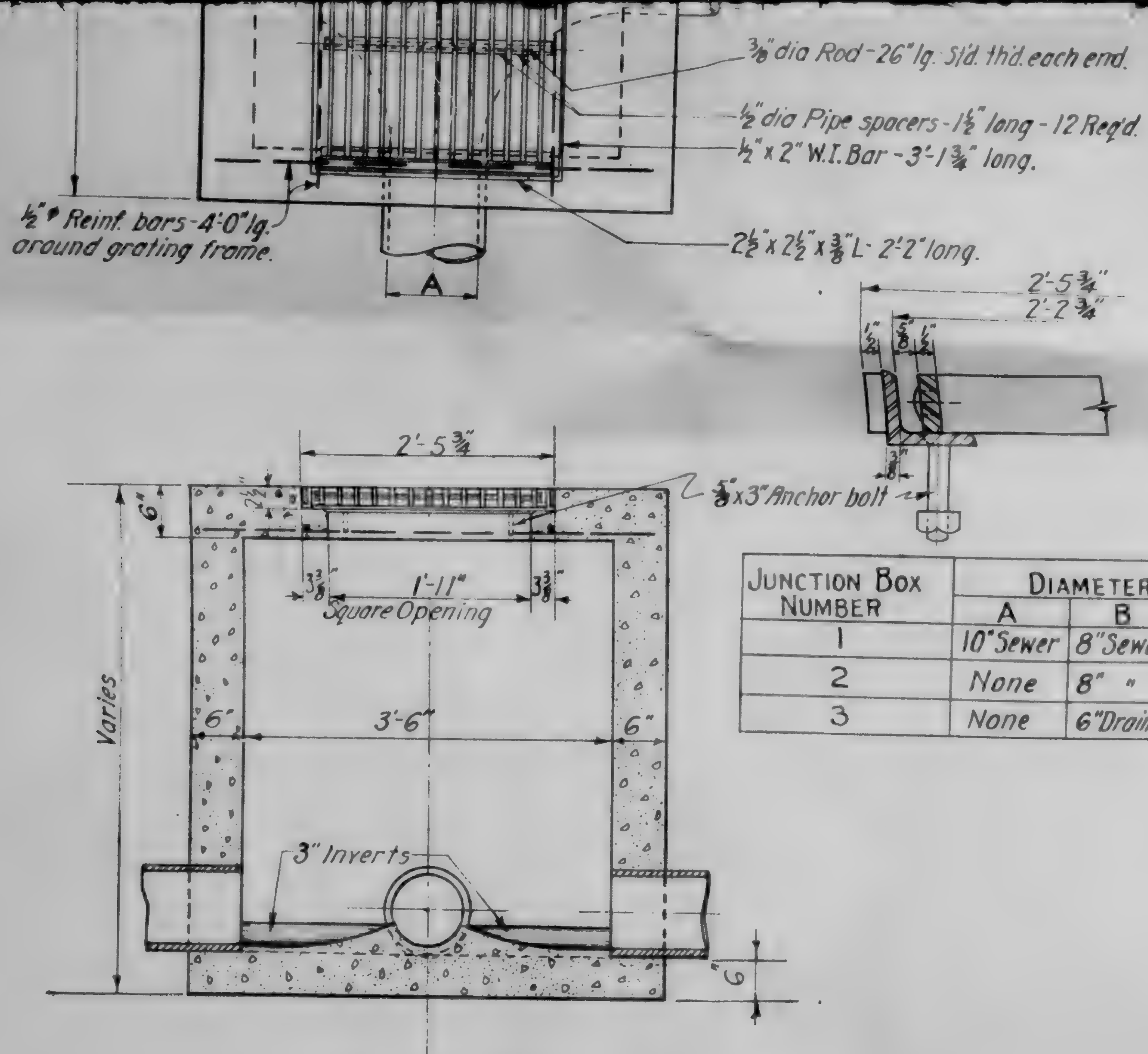
APPROVED
MAJOR, CORPS OF ENGINEERS

DESIGNED BY B.E.W. & J.D.M. DATE Dec. 1937.
DR. BY J.D.M. TR. BY " CHECKED BY

[redacted]

7409

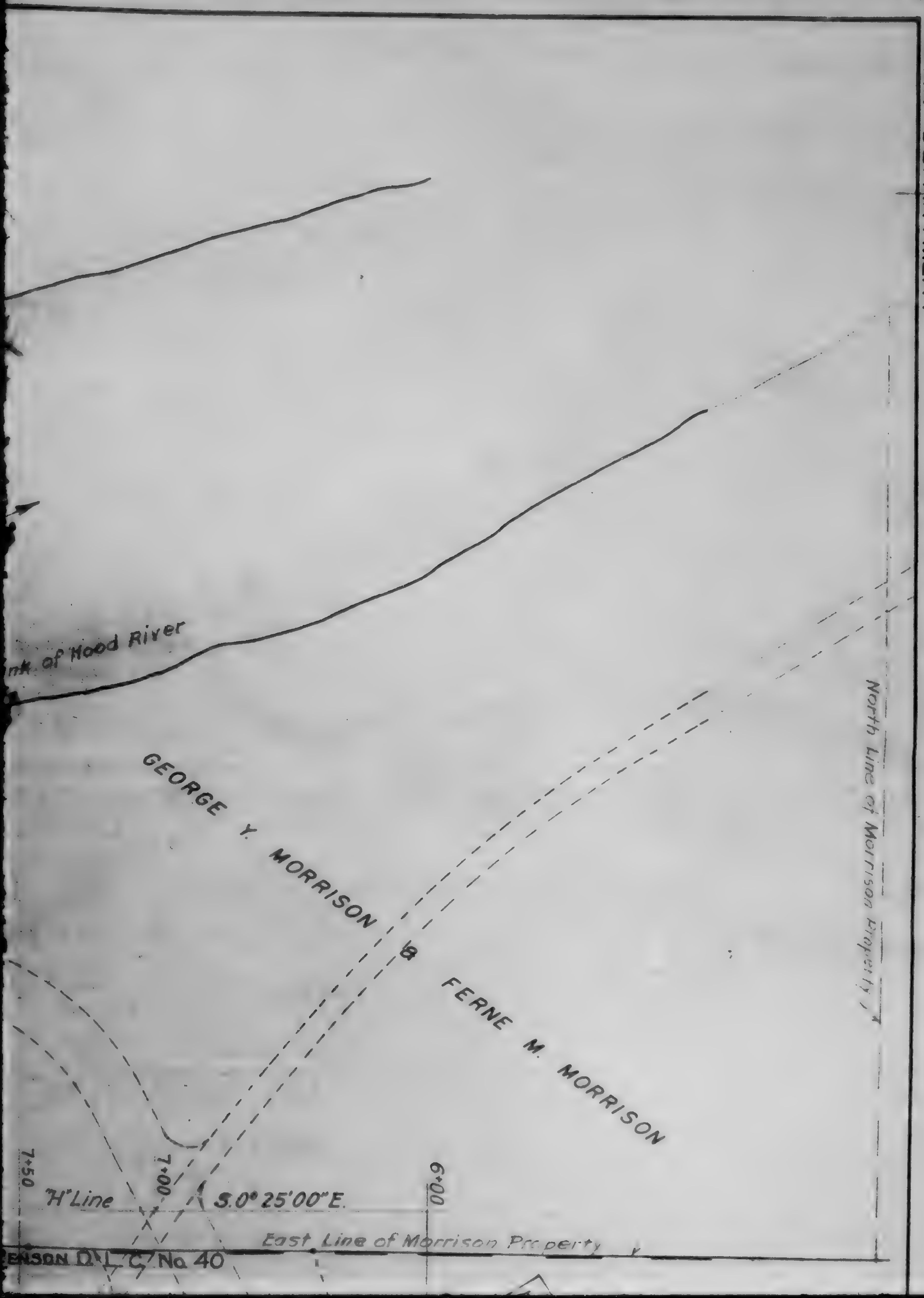
SHEET 4 OF 8 R-2-71


3/8" dia Rod - 26" lg. Std. thd. each end.
1/2" dia Pipe spacers - 1 1/2" long - 12 Req'd.
1/2" x 2" W.I. Bar - 3'-1 3/4" long.
1/2" ϕ Reinf. bars - 4'-0" lg. around grating frame.
2 1/2" x 2 1/2" x 3/8" L - 2'-2" long.
A
2'-5 3/4"
2'-2 3/4"
1/2"
5/8"
1/2"
3/8"
5/8" x 3" Anchor bolt
2'-5 3/4"
6"
2 1/2"
3 3/8"
1'-11"
3 3/8"
Square Opening
Varies
6"
3'-6"
6"
3" Inverts
6"

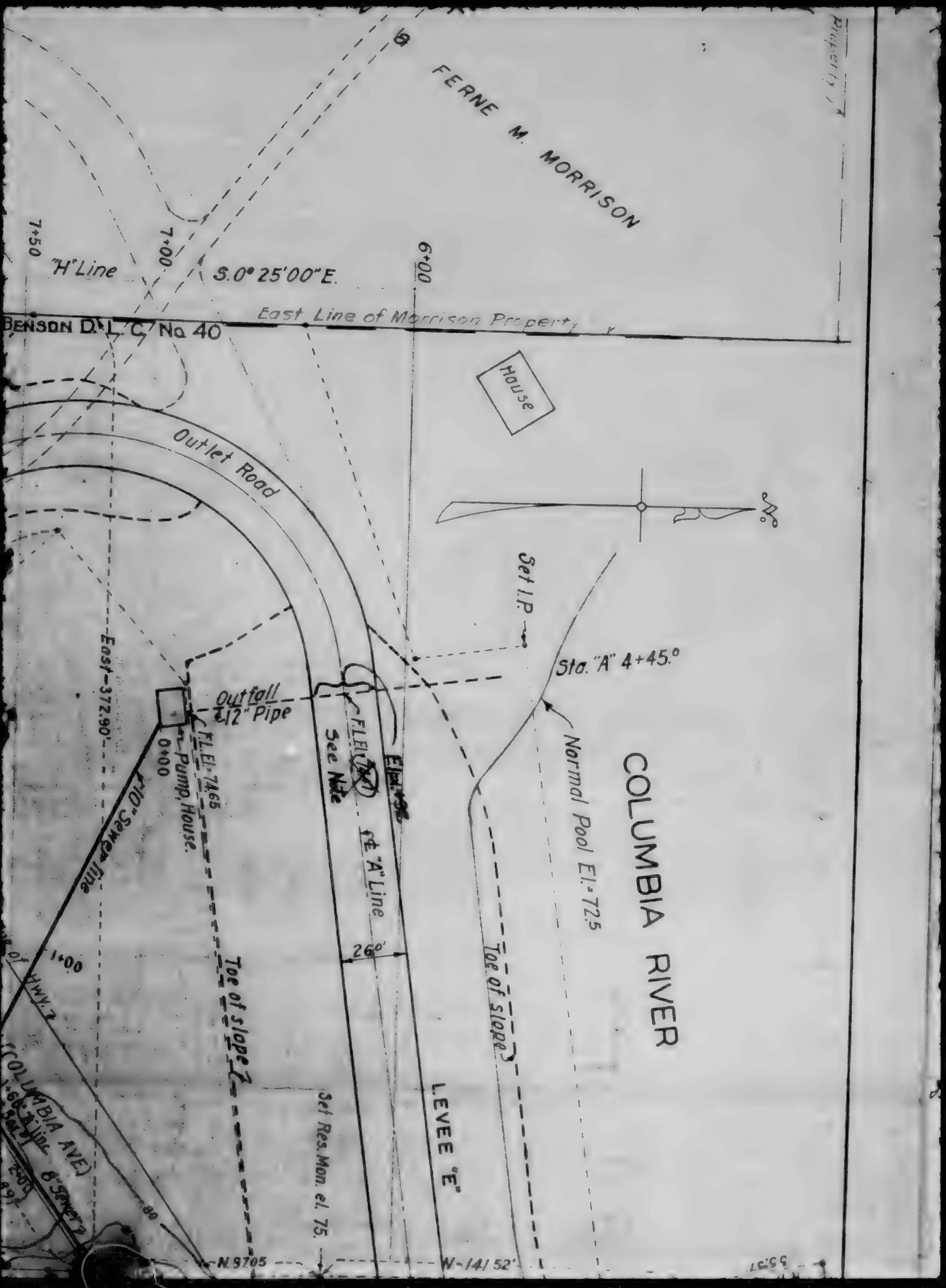
JUNCTION BOX

SCALES: 3/4" & 3"=1'-0"

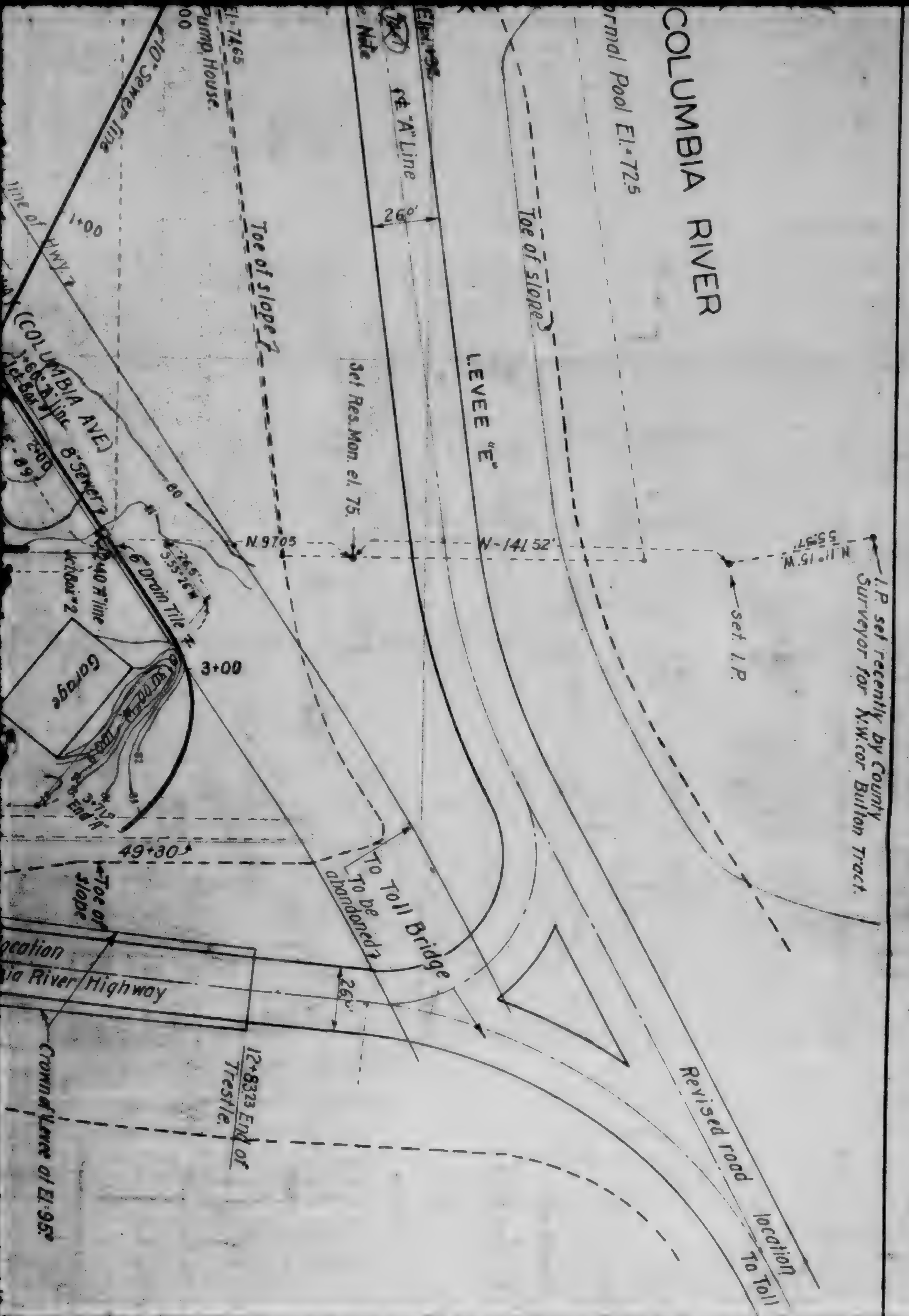
JUNCTION BOX NUMBER	DIAMETER & KIND OF PIPE			
	A	B	C	D
1	10" Sewer	8" Sewer	8" Sewer	6" Drain Ti
2	None	8" "	6" Drain Tile	6" "
3	None	6" Drain Tile	8" Sewer	6" "

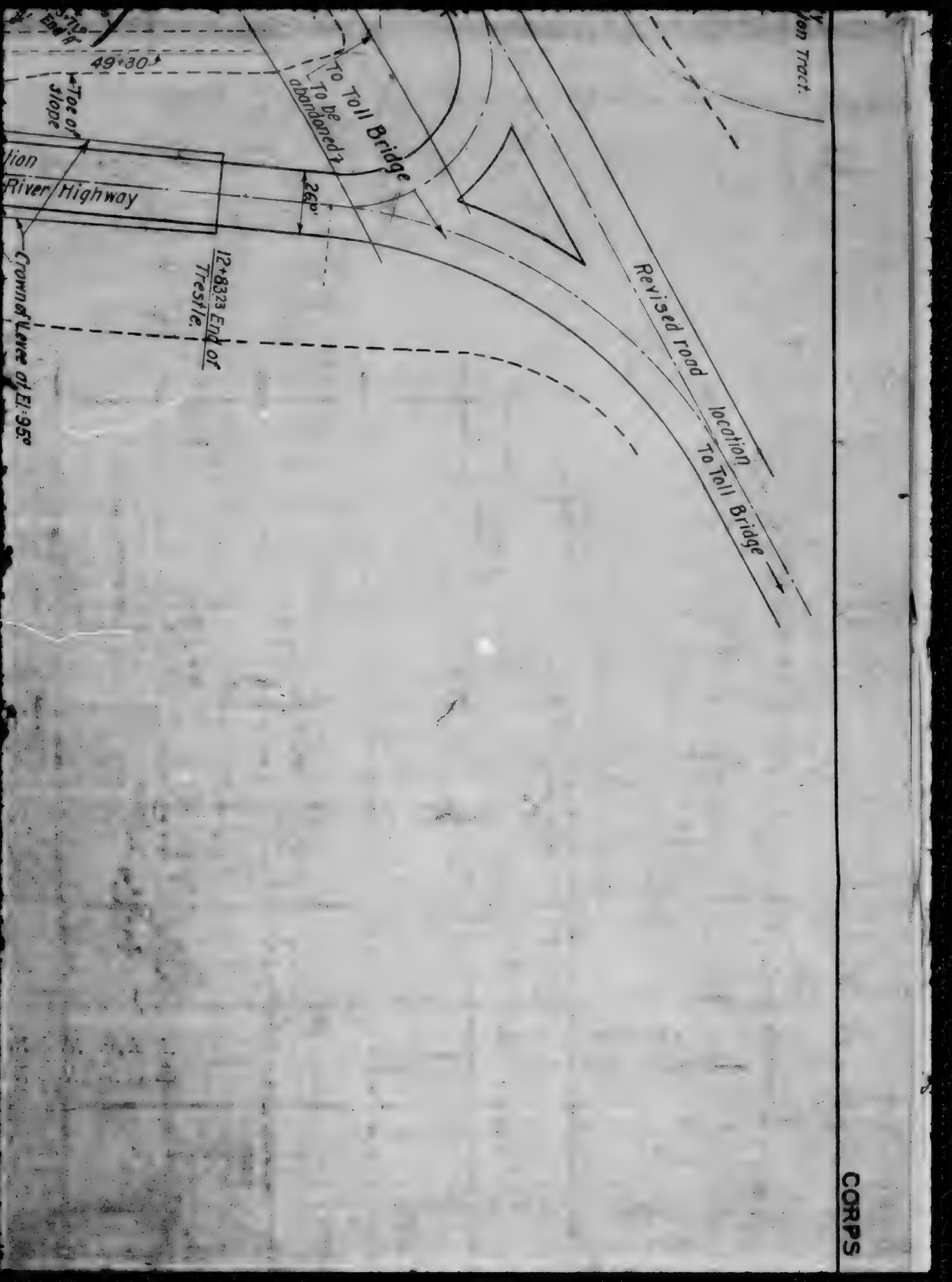

nk of Hood River
GEORGE Y. MORRISON & FERNE M. MORRISON
North Line of Morrison Property
7+50
7+00
6+00
"H" Line
S.0° 25'00" E.
East Line of Morrison Property
ENSON D. L. C. No. 40

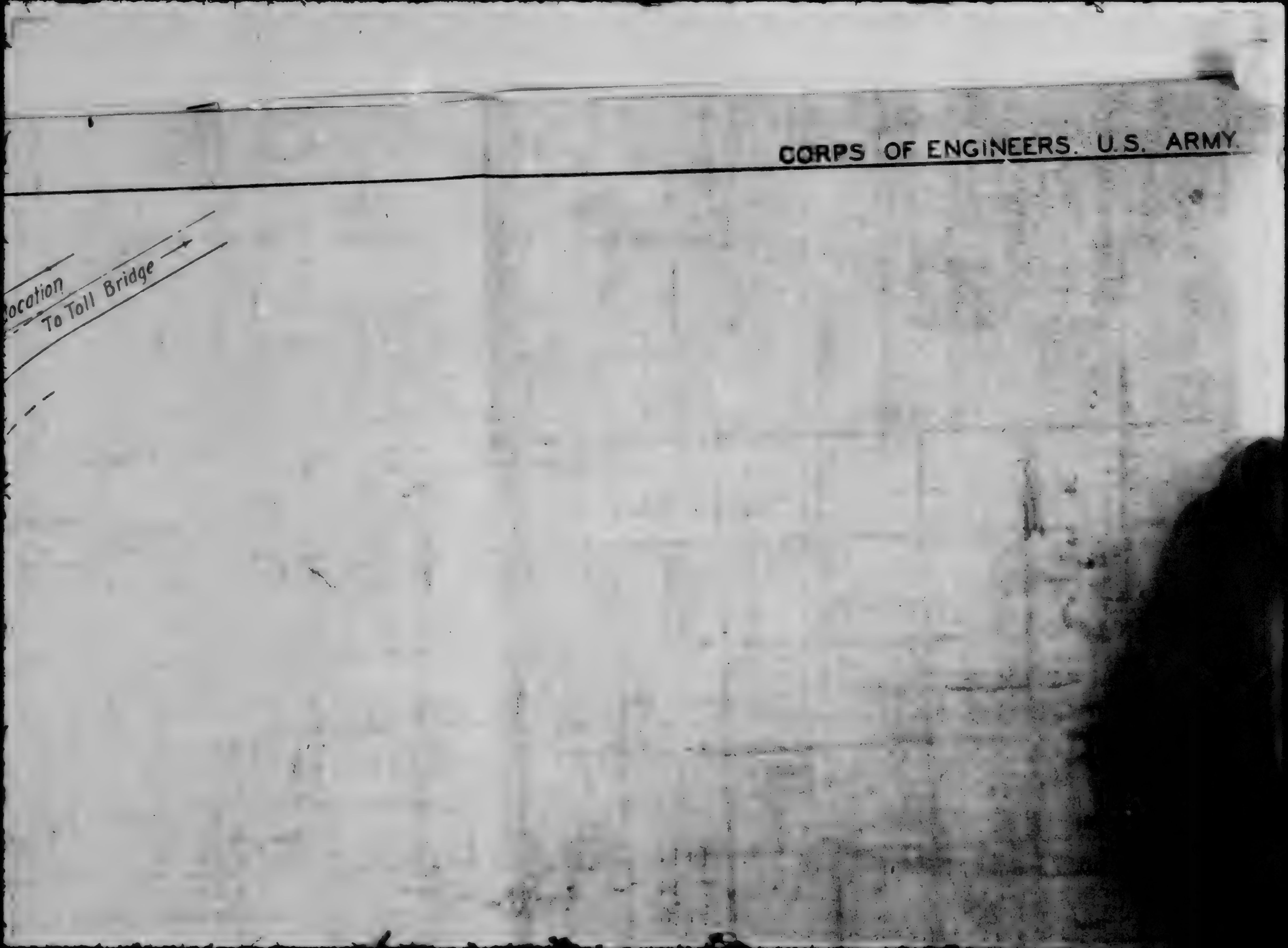
WAR DEPARTMENT

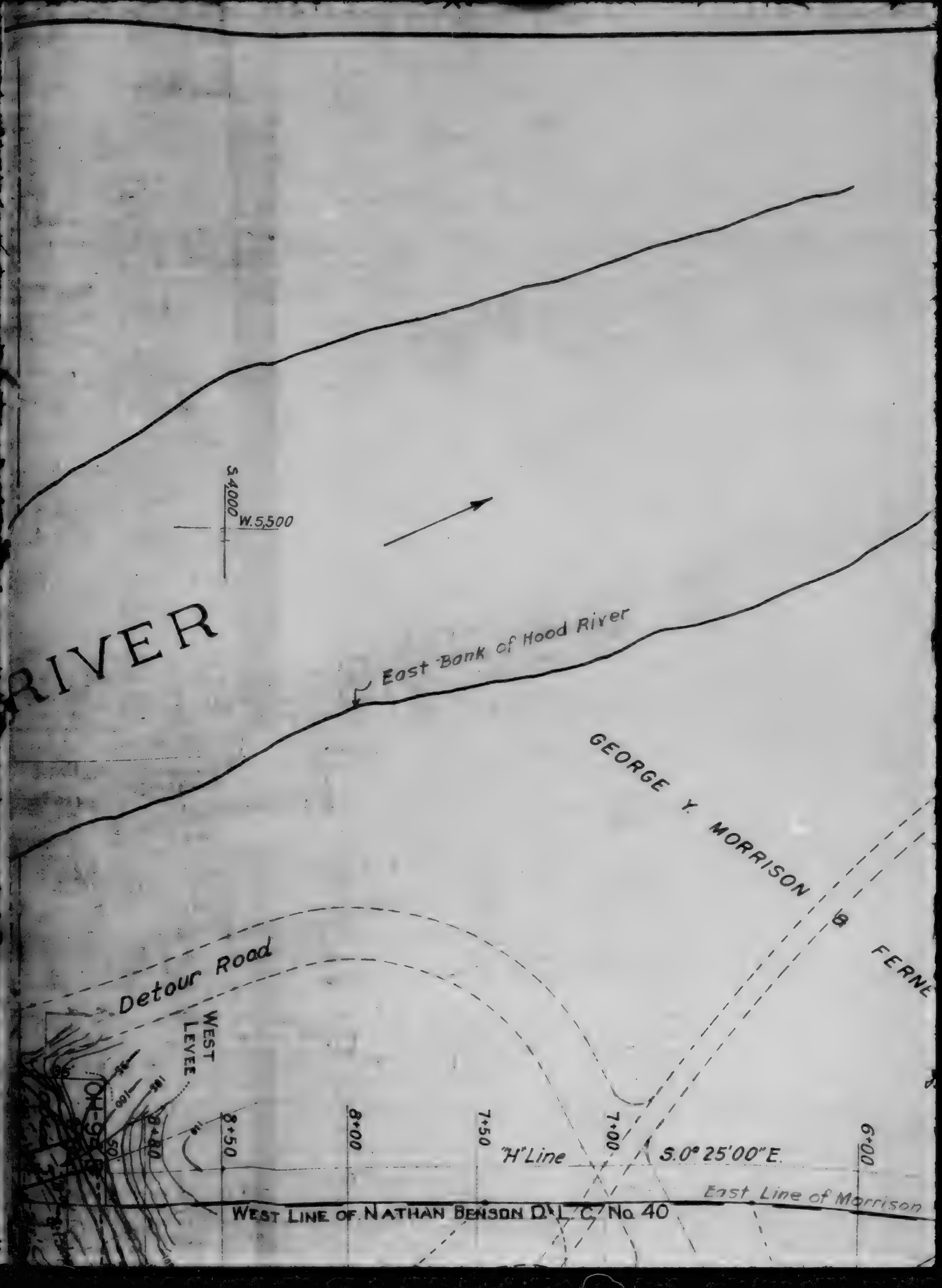


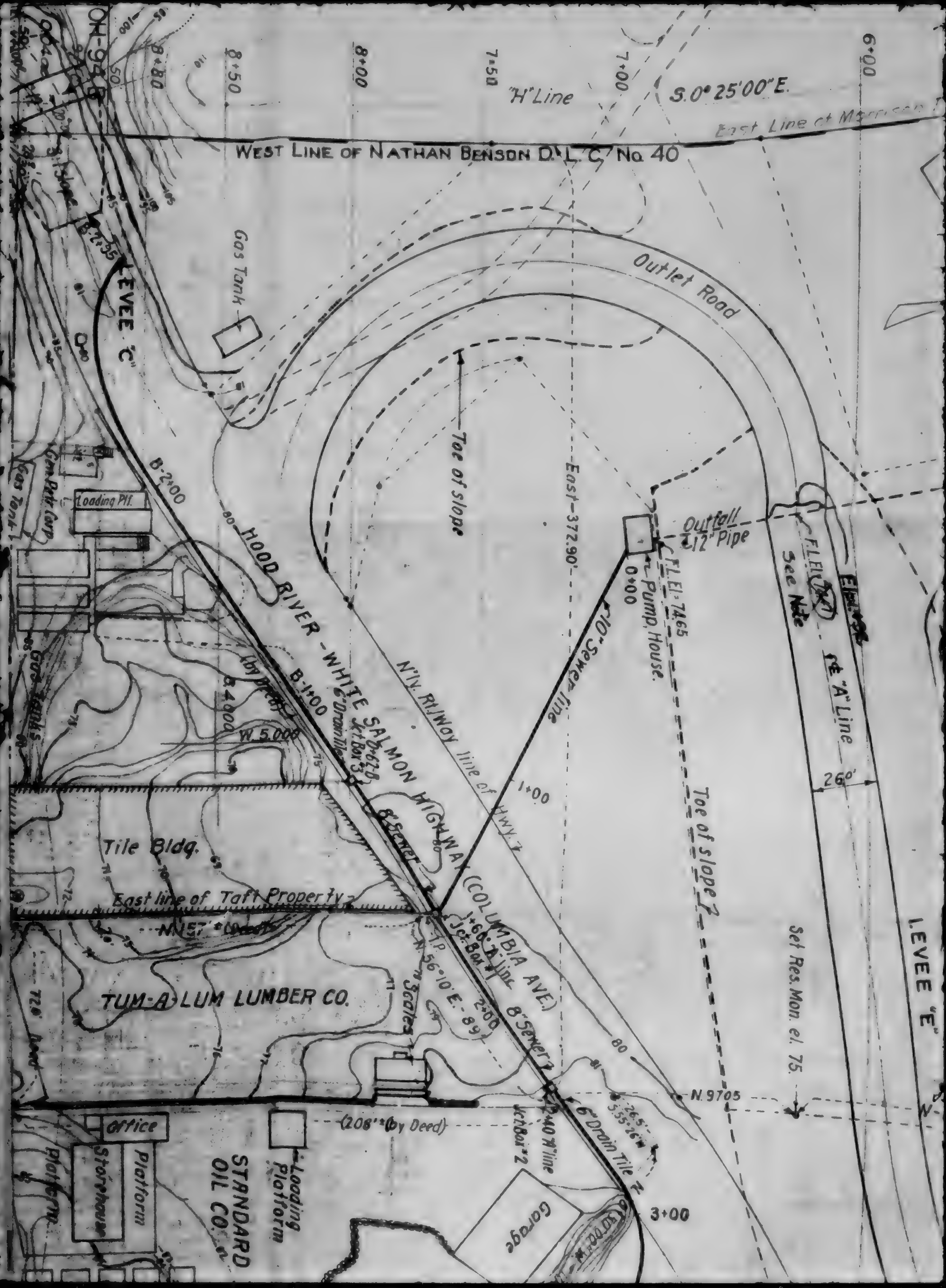
FERNE M. MORRISON
7+50
7+00
6+00
"H" Line
S.0° 25'00" E.
BENSON D. L. C. No. 40
East Line of Morrison Property
House
Outlet Road
Set I.P.
Sta. "A" 4+45.0
Outfall
12" Pipe
0+00
Pump House.
F.L. El. 74.68
F.L. El.
See Note
East 372.90'
10" Sewer line
℄ "A" Line
Normal Pool El. 72.5
COLUMBIA RIVER
26'
1+00
Toe of slope
Toe of slope
LEVEE "E"
Set Res. Mon. el. 75.
(COLUMBIA AVE)
Hwy.
8" Sewer
N. 97.05
W. 141.52'

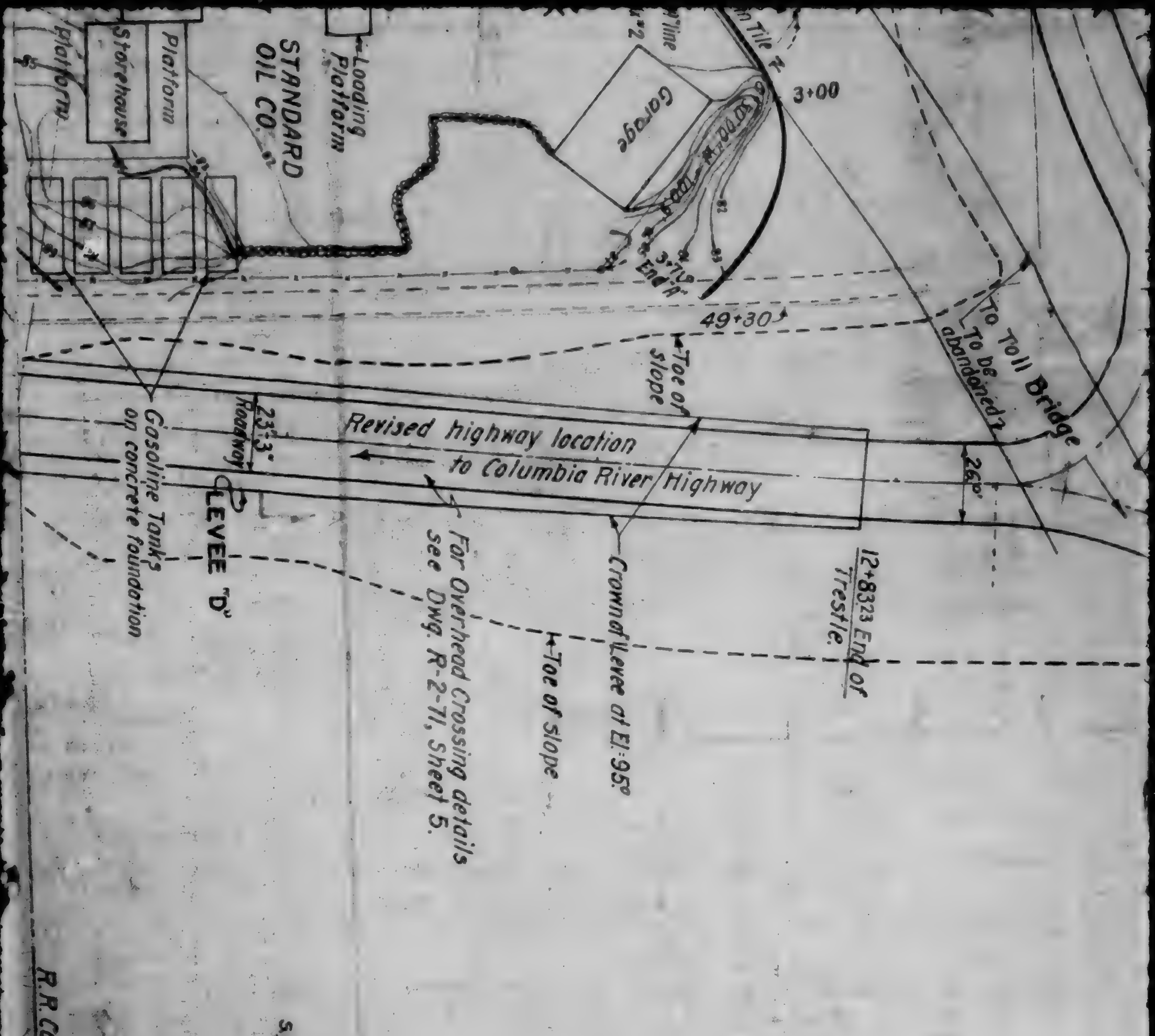

COLUMBIA RIVER
ormal Pool El•72.5
Toe of slope
LEVEE "E"
℄ "A" Line
26'
See Note
El•74.65
Pump House
10" Sewer line
line of Hwy.
1+00
Toe of slope
(COLUMBIA AVE)
1+60 A line
Jct Box #1
8" Sewer
2+00
80
N.97.05
Set Res. Mon. el. 75.
N-141.52'
N.11°15'W
55.57'
I.P. set recently by County Surveyor for N.W. cor. Bulfton Tract.
set I.P.
26.5'
S.55°26'W
6" Drain Tile
2+40 A line
Jct Box #2
Garage
3+00
3" Tile
End "A"
49+30
Toe of slope
To Toll Bridge
To be abandoned
ocation
ia River Highway
26'
12+83.23 End of Trestle.
Crown of Levee at El. 95.
Revised road location
To Toll

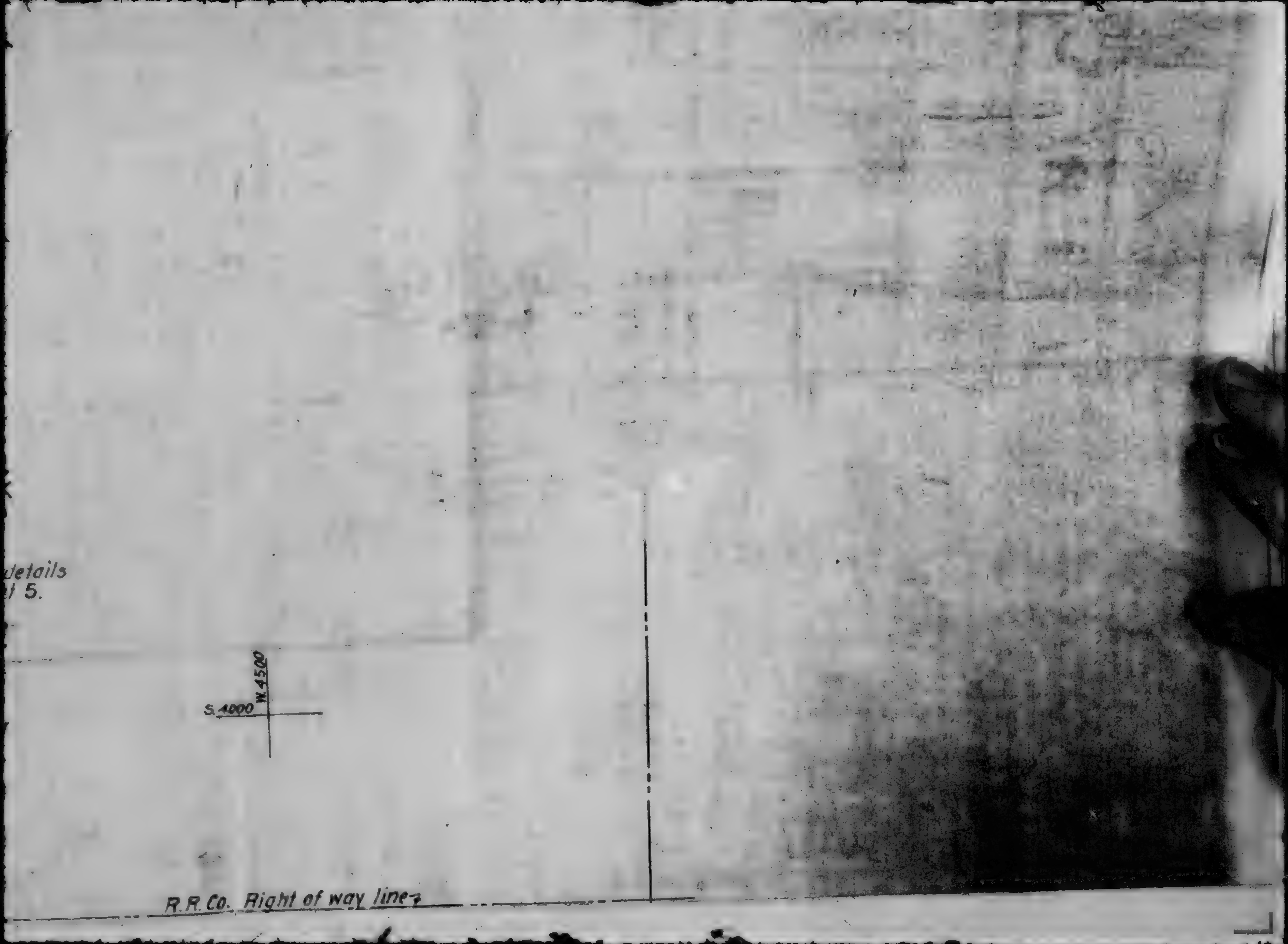

End of
49+30
Toe of slope
To Toll Bridge
To be abandoned?
tion
River Highway
26.0'
12+83.23 End of Trestle.
Crown of Levee at El. 95.0
Revised road location
To Toll Bridge
tion Tract.
CORPS

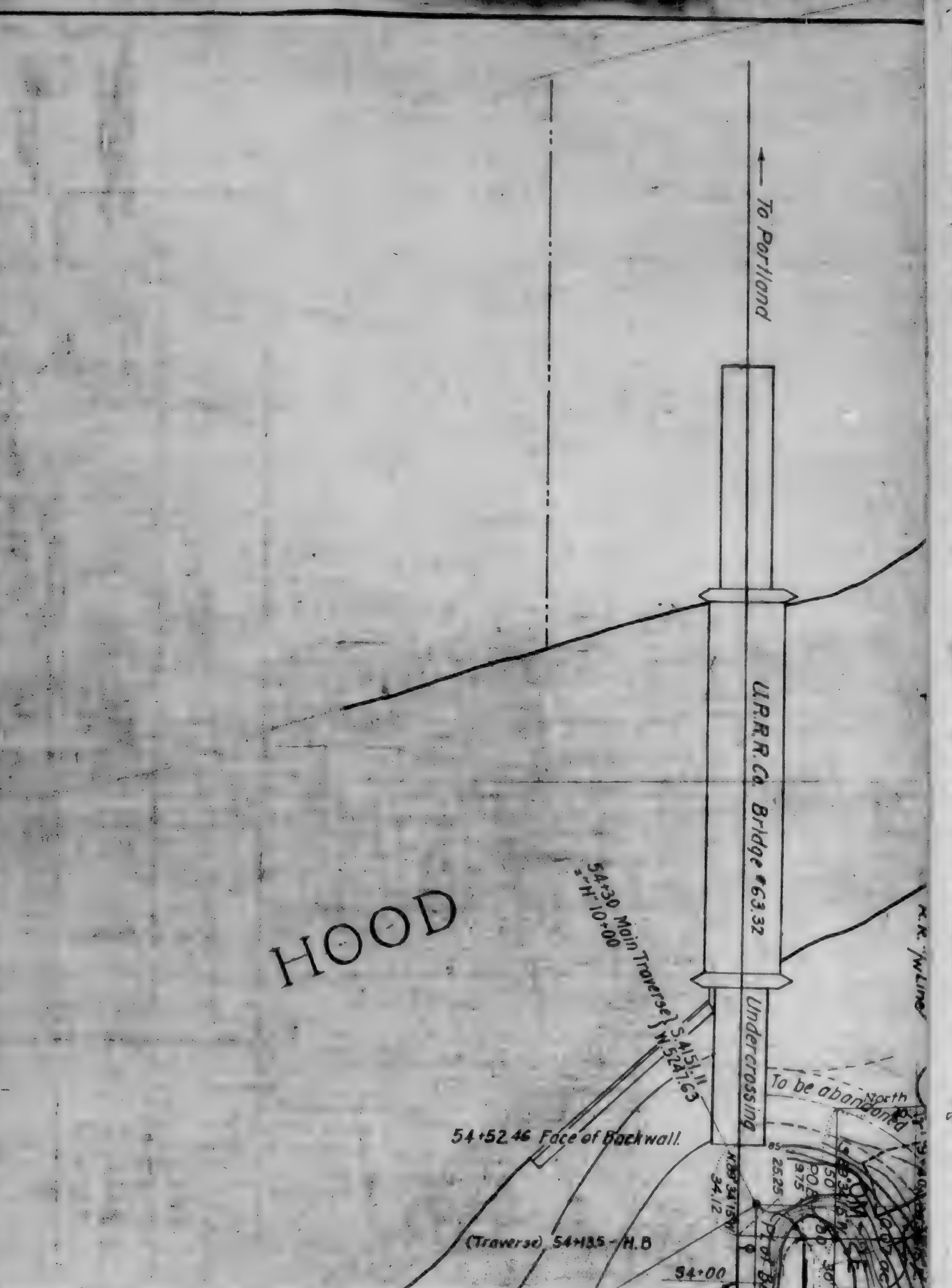

CORPS OF ENGINEERS. U.S. ARMY.
ocation
To Toll Bridge

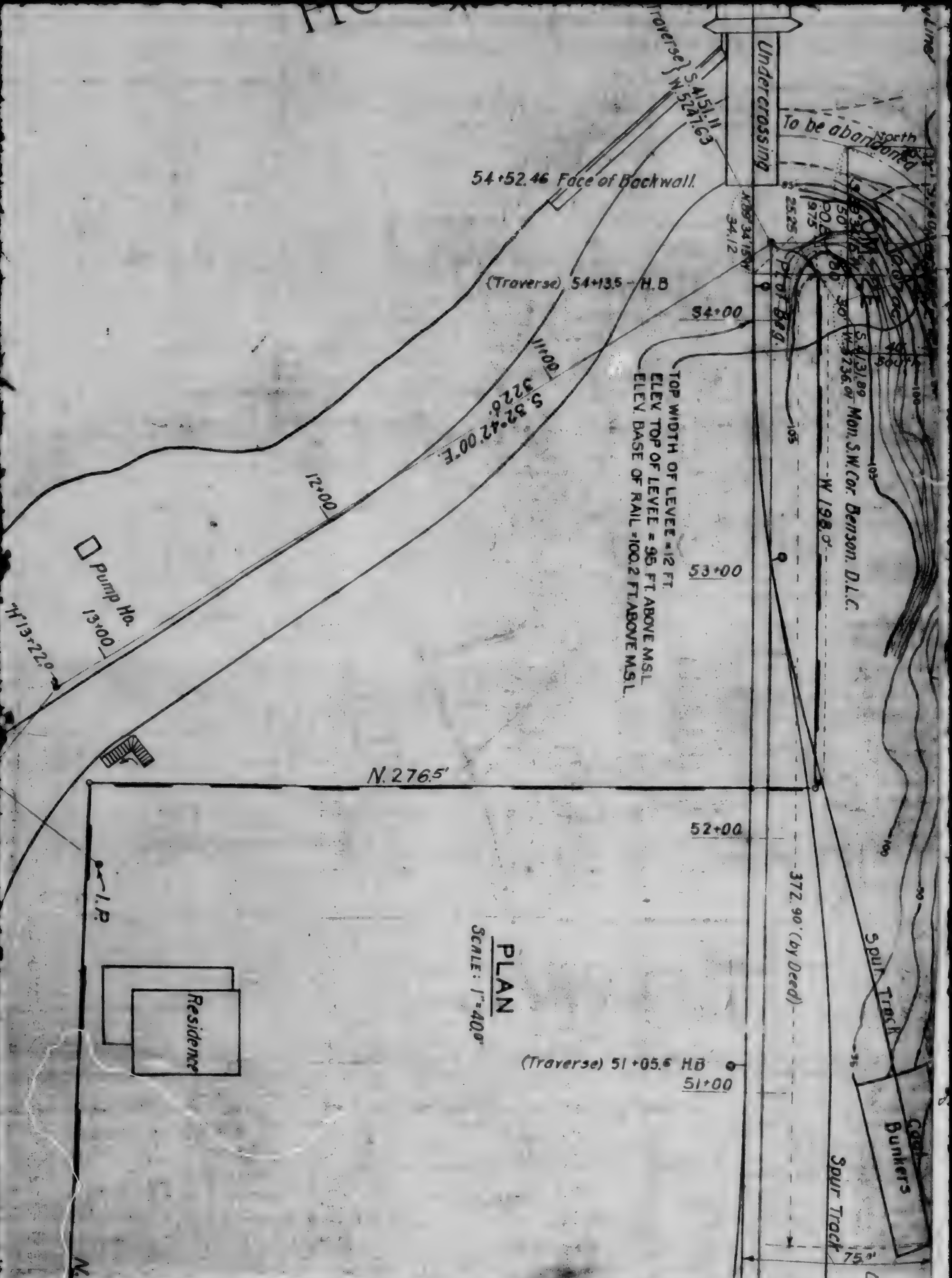

RIVER
S.4,000
W.5,500
East Bank of Hood River
GEORGE Y. MORRISON & FERNE
Detour Road
WEST LEVEE
OH-95
95
100
50
8+80
8+50
8+00
7+50
7+00
6+00
"H" Line
S.0° 25'00"E.
East Line of Morrison
WEST LINE OF NATHAN BENSON D.L.C. No. 40


OH-92-B
8+80
8+50
8+00
7+50
7+00
6+00
"H" Line
S.0° 25'00" E.
East Line of Morrison
WEST LINE OF NATHAN BENSON D. L. C. No. 40
Gas Tank
Outlet Road
LEVEE "C"
Toe of slope
East-372.90'
Pump House.
0+00
Outfall
12" Pipe
F.L.El. 74.65
F.L.El.
See Note
℄ "A" Line
26'
HOOD RIVER-WHITE SALMON HIGHWAY (COLUMBIA AVE.)
N'ly. Rl'Way line of Hwy.
10" Sewer line
1+00
B-2+00
B-1+00
6" Drain Tile
Jct. Box #3
8" Sewer
Gen. Pet. Corp.
Loading Plf.
Gas Tank
Gas Tanks
W. 5.000
Tile Bldg.
East line of Taft Property
N. 157' ± (Deed)
TUM-A-LUM LUMBER CO.
Scales
N. 56°10' E. 89'
I.P.
1+60 "A" line
Jct. Box #1
2+00
8" Sewer
Toe of slope
N. 9705
Set Res. Mon. el. 75.
LEVEE "E"
Office
Storehouse
Platform
Platform
STANDARD OIL CO.
Loading Platform
(208' ± (by Deed)
2+40 "A" line
Jct. Box #2
6" Drain Tile
Garage
3+00

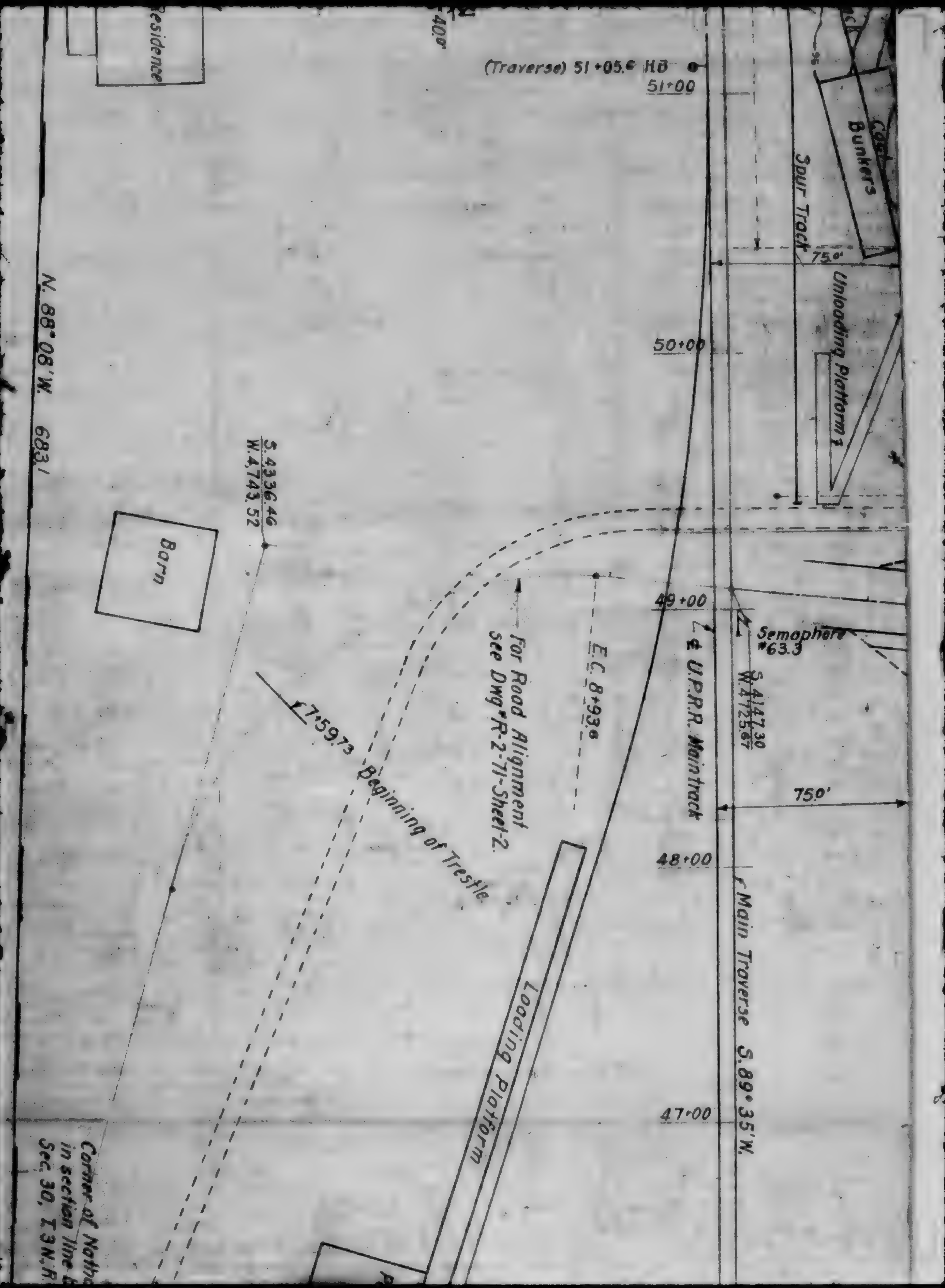

Platform
Storehouse
Platform
STANDARD OIL CO.
Loading Platform
Garage
Tile
3+00
3+79
End "A"
49+30
Toe of slope
To Toll Bridge
To be abandoned?
Gasoline Tanks on concrete foundation
23.3'
Roadway
Revised highway location
to Columbia River Highway
26.0'
LEVEE "D"
For Overhead Crossing details see Dwg. R-2-71, Sheet 5.
Toe of slope
Crown of Levee at El. 95.0
12+83.23 End of Trestle.
S. 4000
W. 4500
R.R. Co. Right of way line

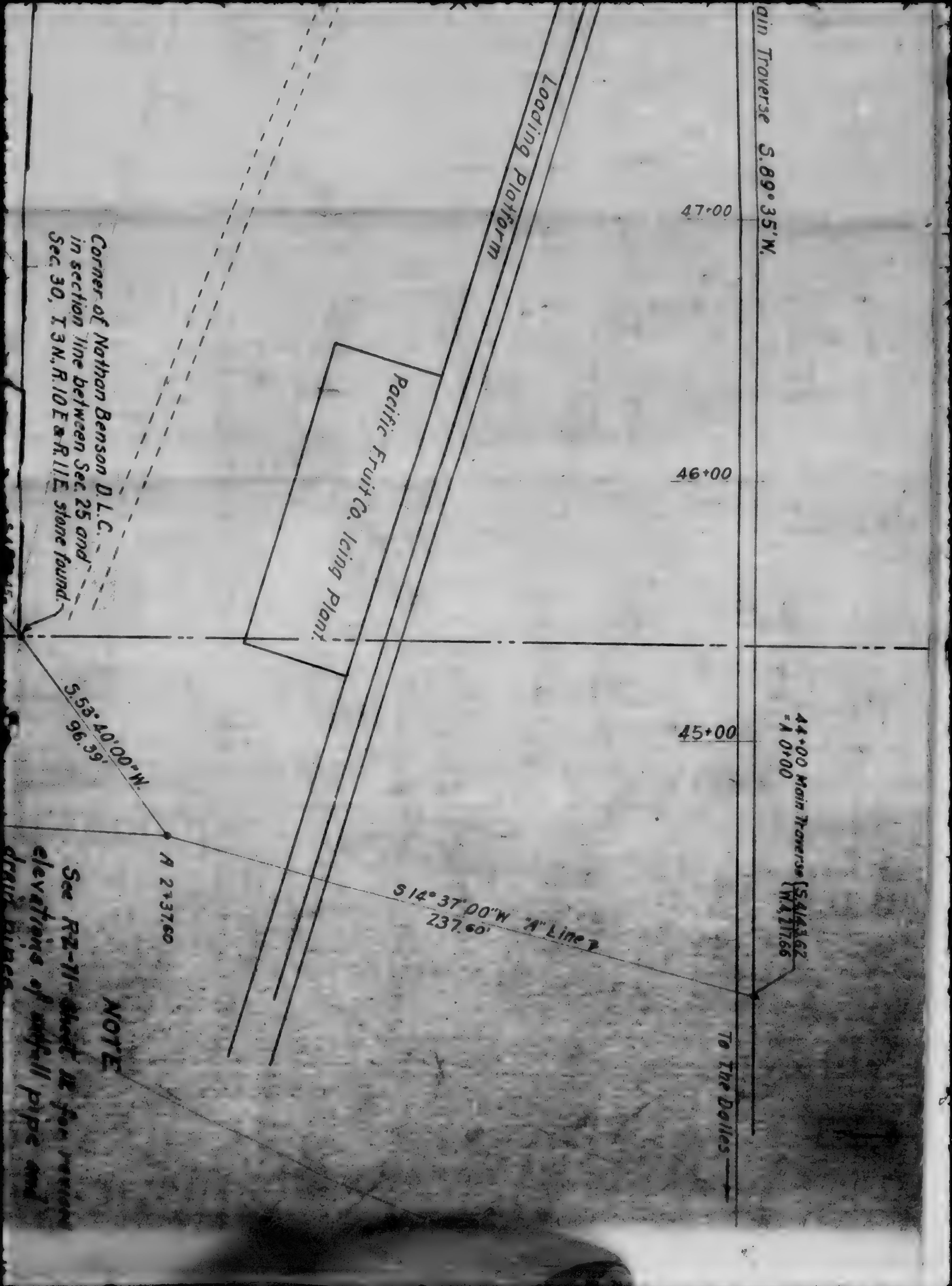

details
5.
S.4000
W.4500
R.R. Co. Right of way line


To Portland
U.P.R.R. Co. Bridge #63.32
Undercrossing
HOOD
54+30 Main Traverse
="H" 10+00
S. 4151.11
W. 5247.63
54+52.46 Face of Backwall.
To be abandoned
North
R.R. "W" Line
34.12
25.25
975
(Traverse) 54+13.5 - H.B
54+00



PLAN
SCALE: 1" = 40.0'

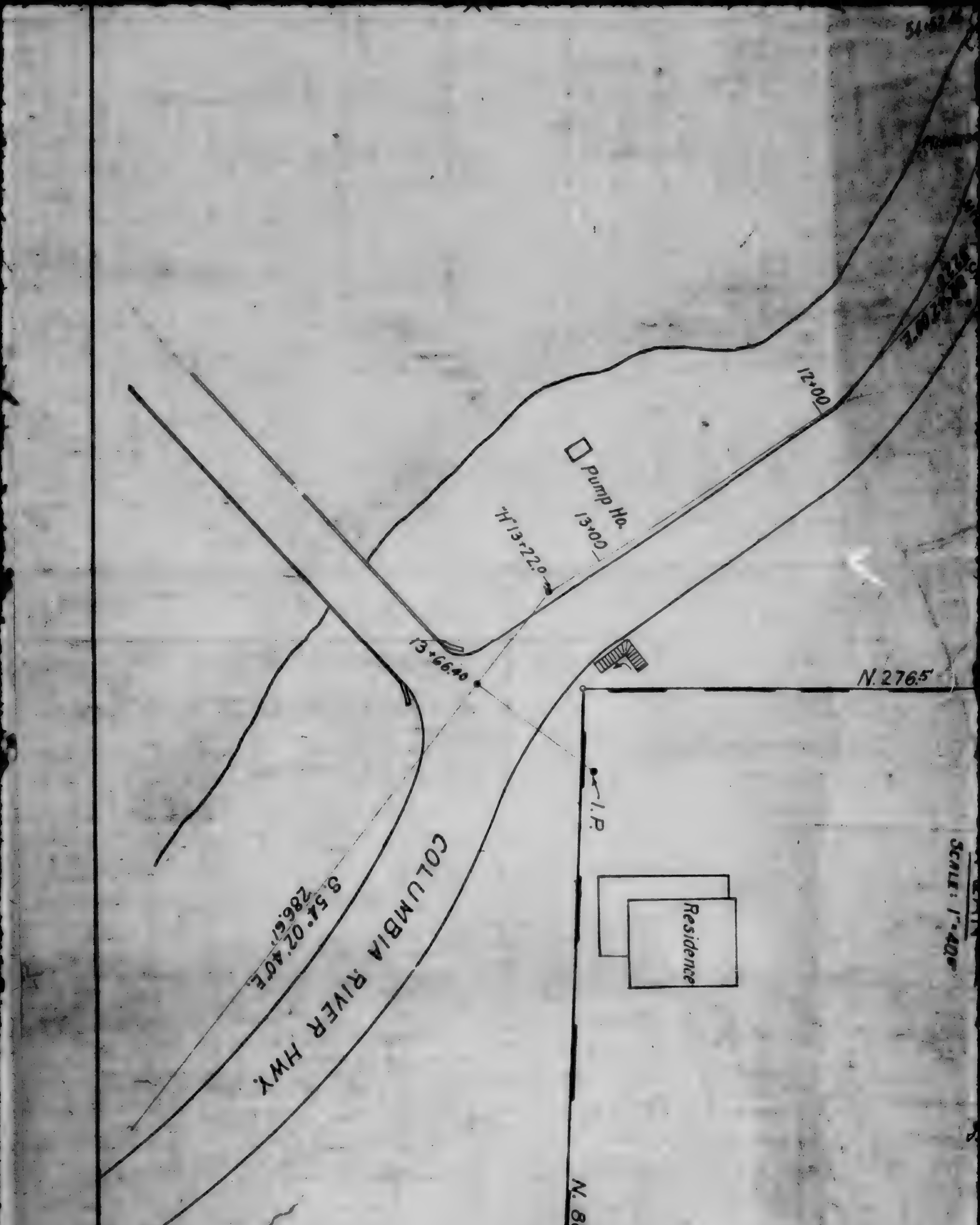

Residence
40.0'
(Traverse) 51+05.6 HB
51+00
Coal
Bunkers
Spur Track
75.0'
Unloading Platform
50+00
N. 88°08'W. 683.1
S. 4336.46
W. 4,743.52
Barn
For Road Alignment
see Dwg R-2-71-Sheet-2.
E.C. 8+93.6
49+00
Semaphore
#63.3
℄ U.P.R.R. Maintrack
S. 4147.30
W. 4725.67
7+59.73 Beginning of Trestle
75.0'
48+00
Main Traverse S. 89°35'W.
Loading Platform
47+00
Corner of Nortd
in section line
Sec. 30, T. 3 N. R.

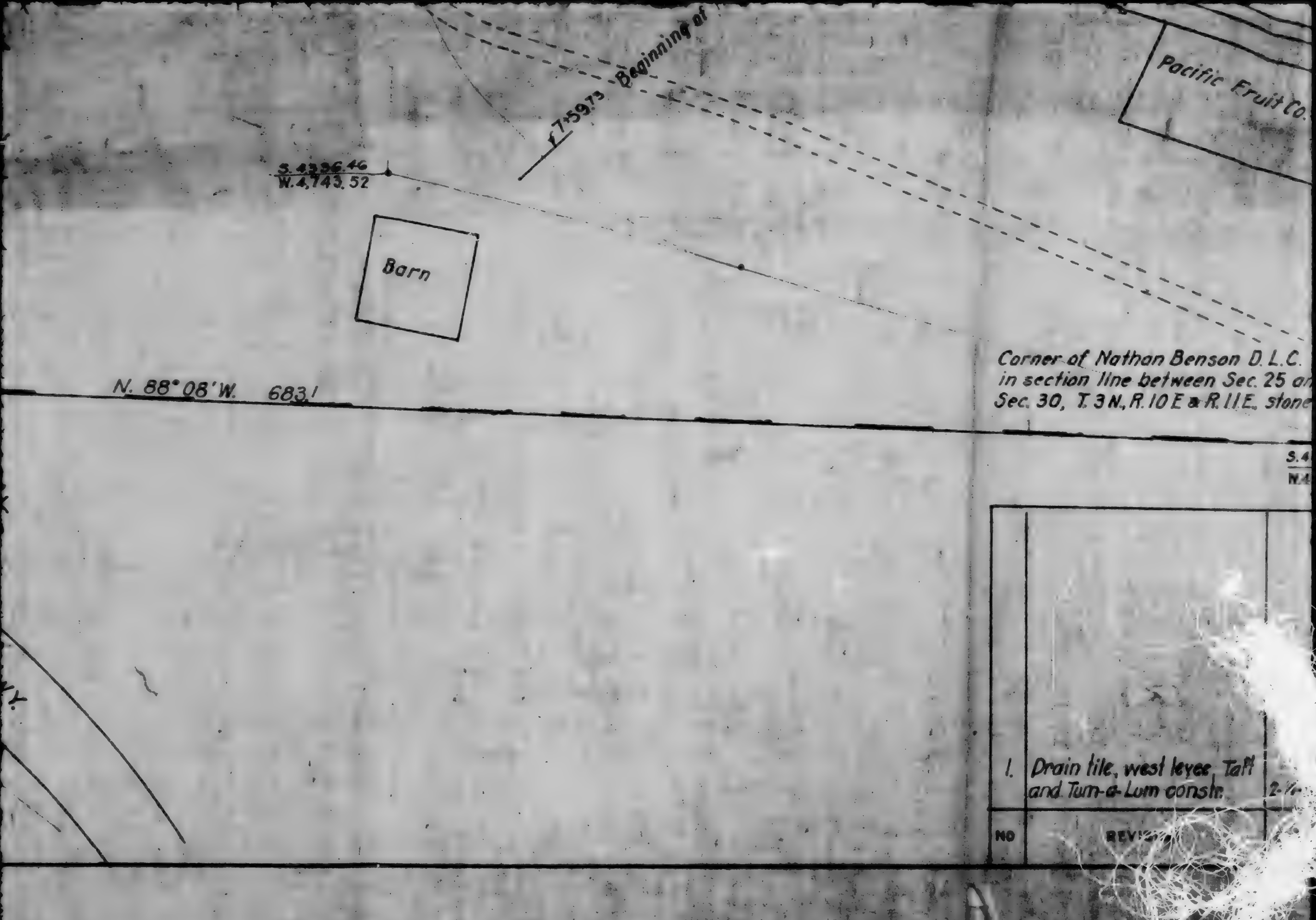

ain Traverse S.89°35'W.
47+00
46+00
45+00
Loading Platform
Pacific Fruit Co. Icing Plant
Corner of Nathan Benson D.L.C. in section line between Sec. 25 and Sec. 30, T.3N., R.10E.& R.11E. stone found.
S.53°40'00"W. 96.39'
A 2+37.60
S14°37'00"W "A" Line 237.60'
44+00 Main Traverse = A 0+00
S.4143.62
W.1,117.66
To The Dalles

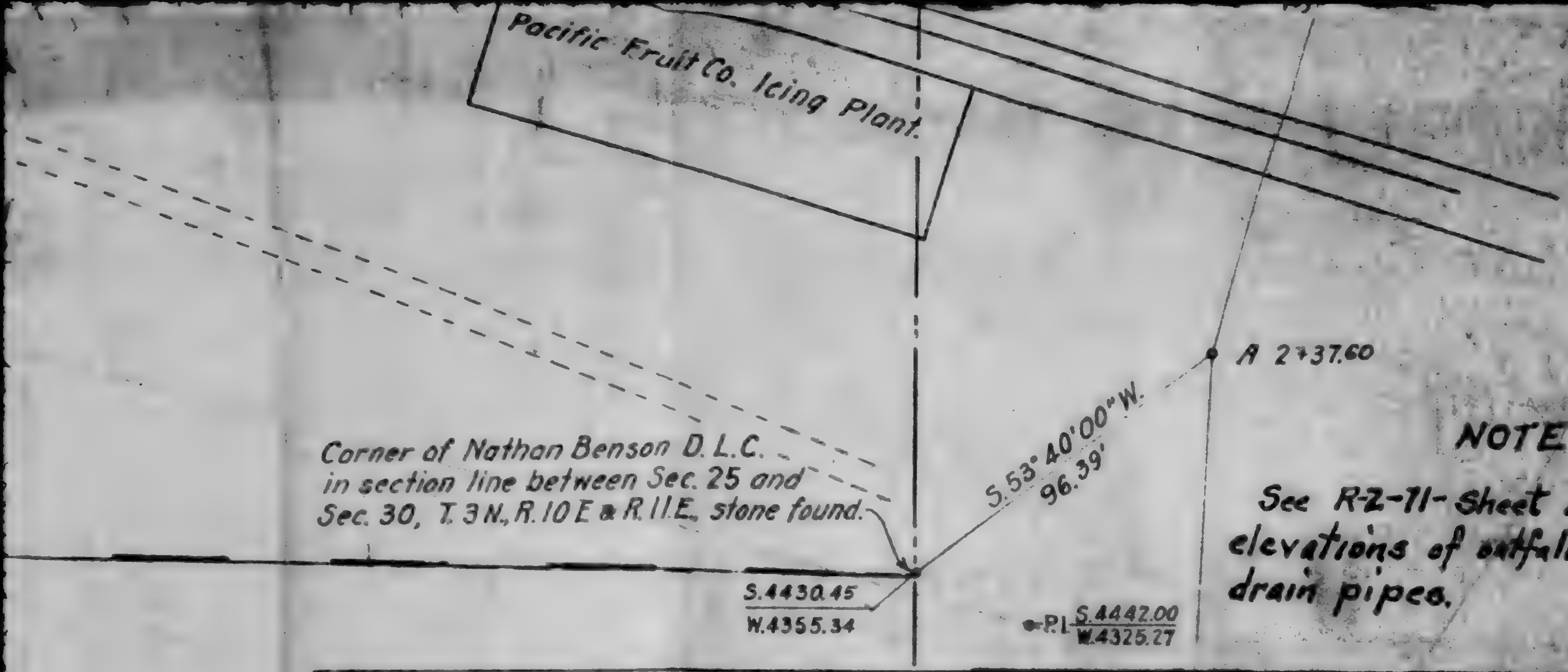
NOTE

See RZ-11-sheet 12 for revised elevations of outfall pipe and drain pipes

HOOD
54+5


54+62.4
12+00
Pump Ho.
13+00
"H" 13+22.0
13+66.40
N. 276.5'
I.P.
COLUMBIA RIVER HWY.
S. 54° 02' 40" E.
286.17'
Residence
SCALE: 1"=40.0'
N. 88° 08' W.


Pacific Fruit Co.
Beginning of
7+59.73
S. 4,336.46
W. 4,743.52
Barn
N. 88° 08' W. 683.'
Corner of Nathan Benson D.L.C.
in section line between Sec. 25 an
Sec. 30, T. 3 N., R. 10 E. & R. 11 E. stone
S. 4
N. 4
1. Drain tile, west levee, Taft and Tum-a-Lum constr.
2-
NO
REVIS


Pacific Fruit Co. Icing Plant
A 2+37.60
S.53°40'00"W.
96.39'
Corner of Nathan Benson D.L.C.
in section line between Sec. 25 and
Sec. 30, T.3N., R.10E. & R.11E., stone found.
S.4430.45
W.4355.34
P.I. S.4442.00
W.4325.27

NOTE

See R-2-71-Sheet 12 for revised elevations of outfall pipe and drain pipes.

NO	REVISION	DATE	BY	AP'V'D.
1.	Drain tile, west levee, Taft and Tum-a-Lum constr.	2-14-38	B.E.W.	[illegible]

BONNEVILLE PROJEC

OVERHEAD CROSSING
ROAD AND DRAINAGE SYSTEM
NEAR HOOD-RIVER. OREGON.

INDUSTRIAL AREA DRAINAGE

SCALES: AS SHOWN.

U.S. ENGINEER OFFICE, BONNEVILLE DISTRICT, OREGON

SUBMITTED: M H Roberts
ASSOCIATE ENGINEER

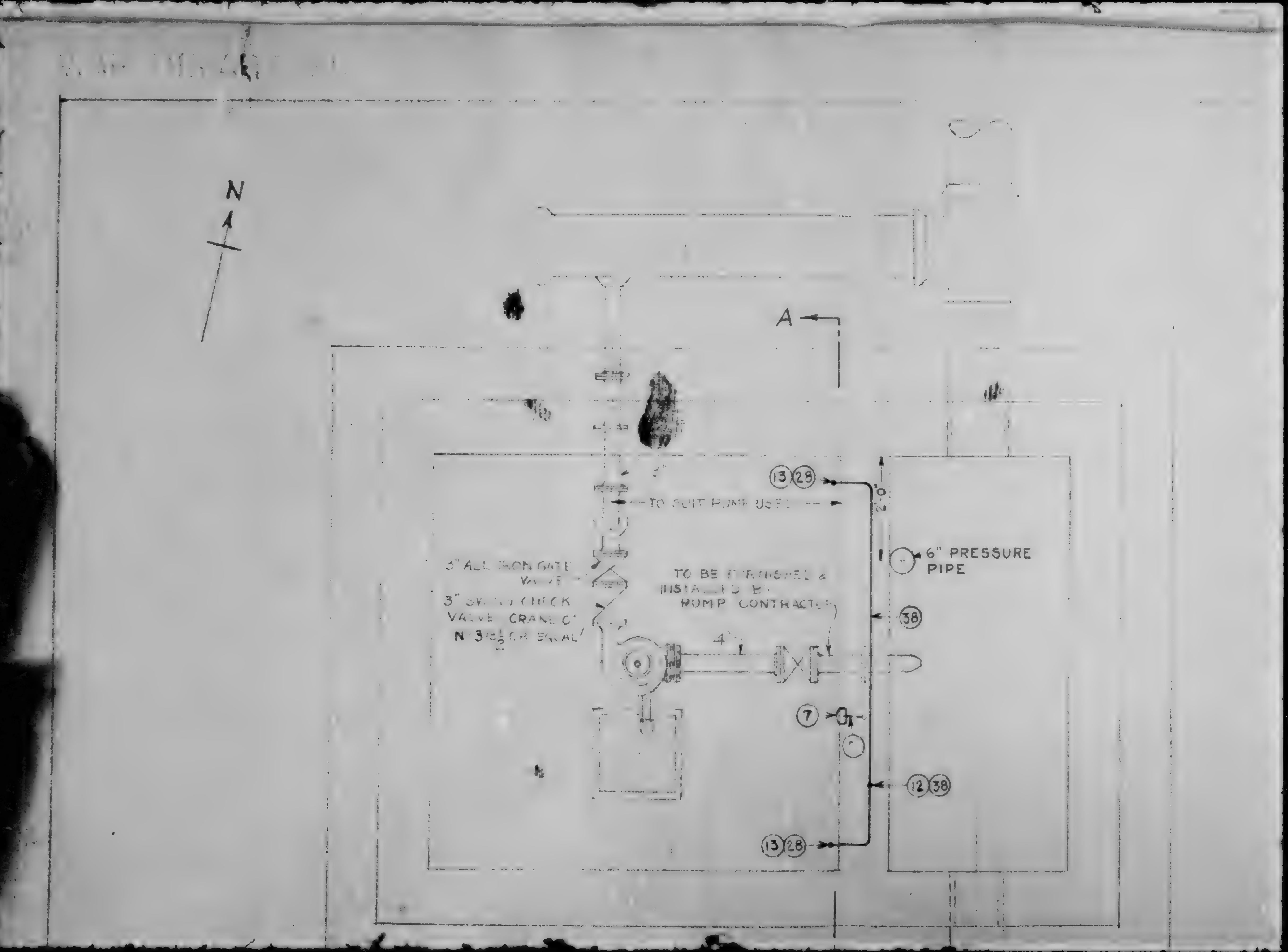
APPROVED: [illegible]
MAJOR, CORPS OF ENGINEERS

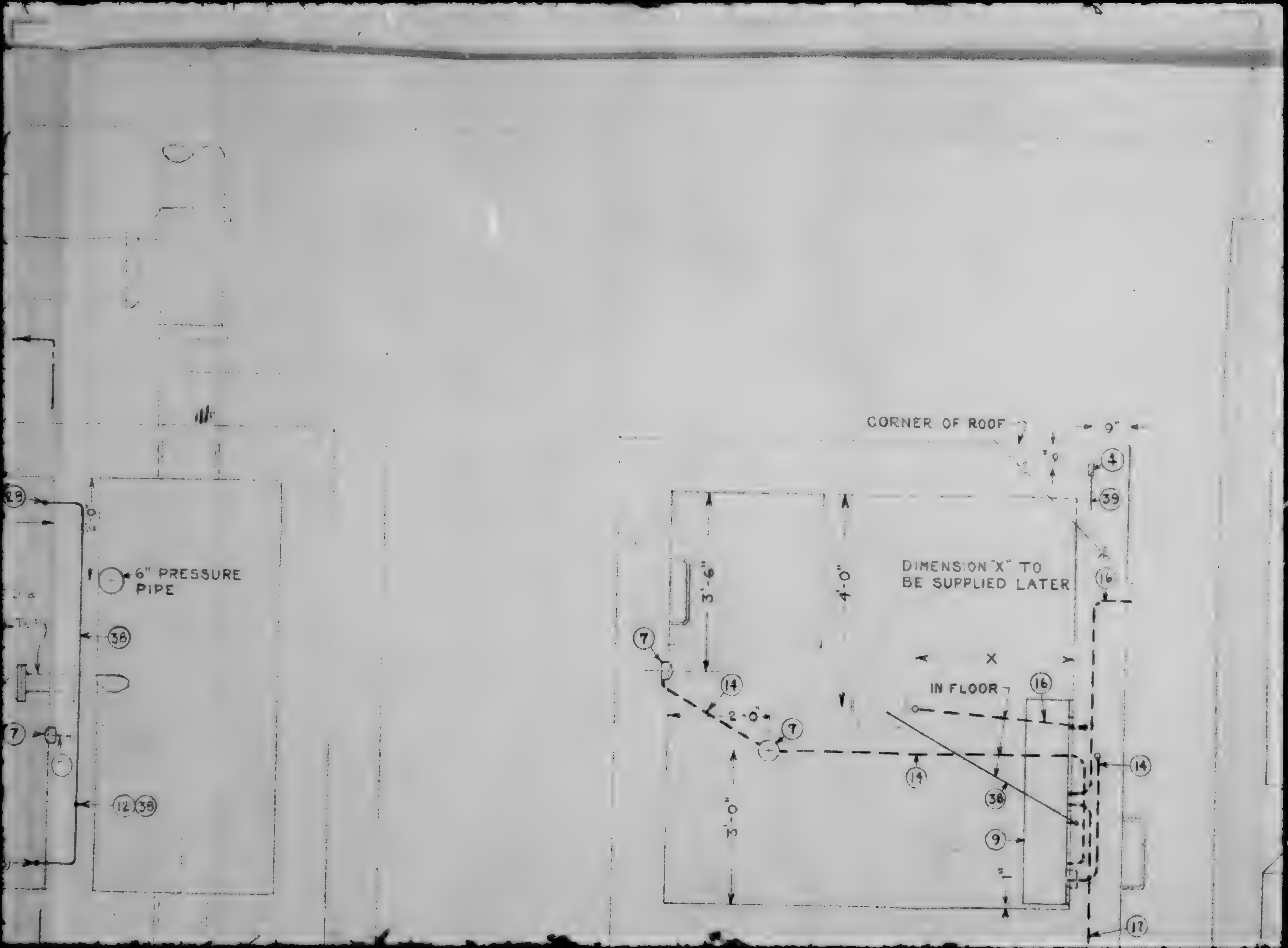
RECOMMENDED: [illegible] Kennett
PRINCIPAL ENGINEER

DESIGNED BY J.B.M. [illegible] NOV. 20
DR. BY J.B.M. [illegible]

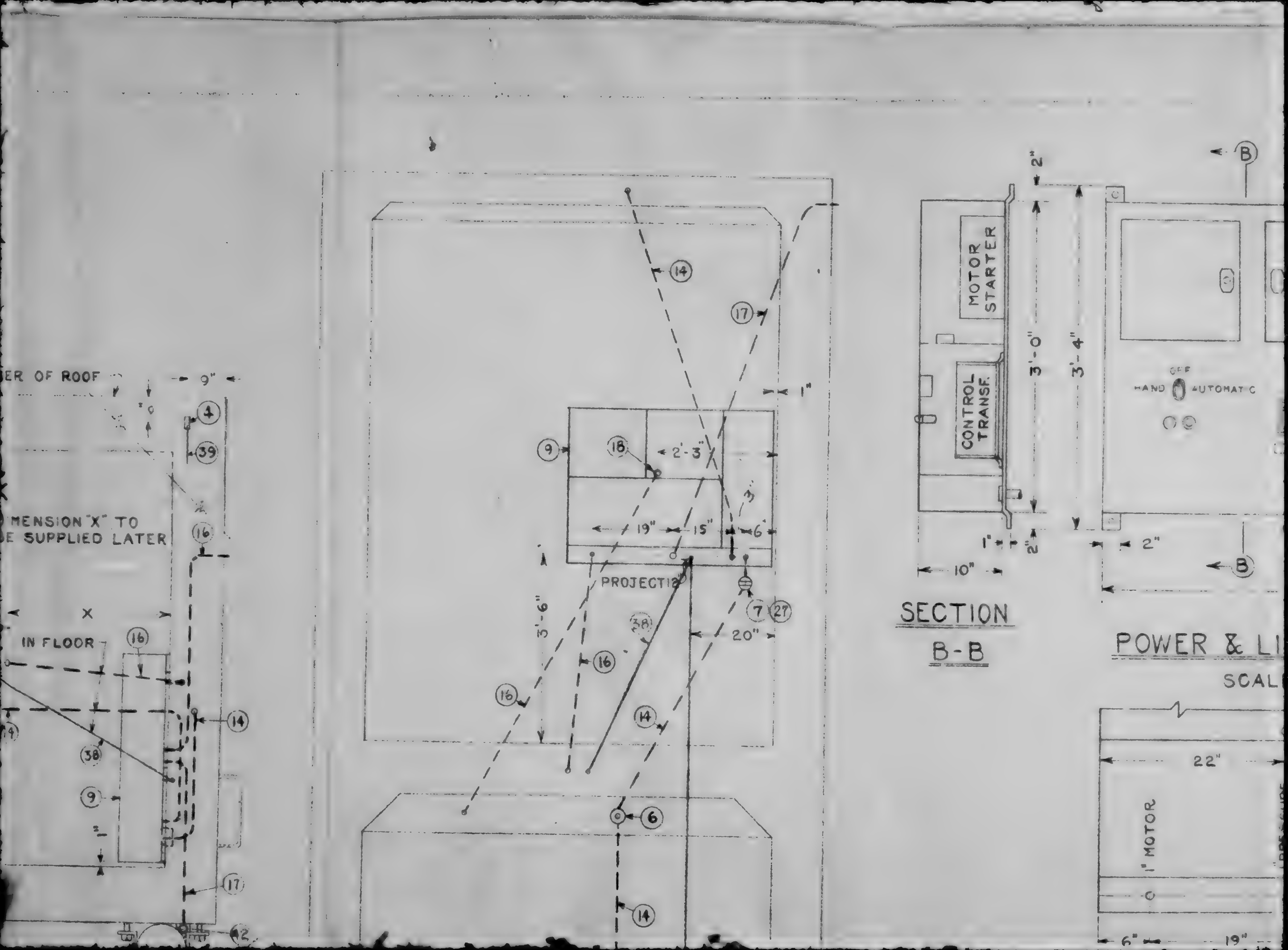
#7409

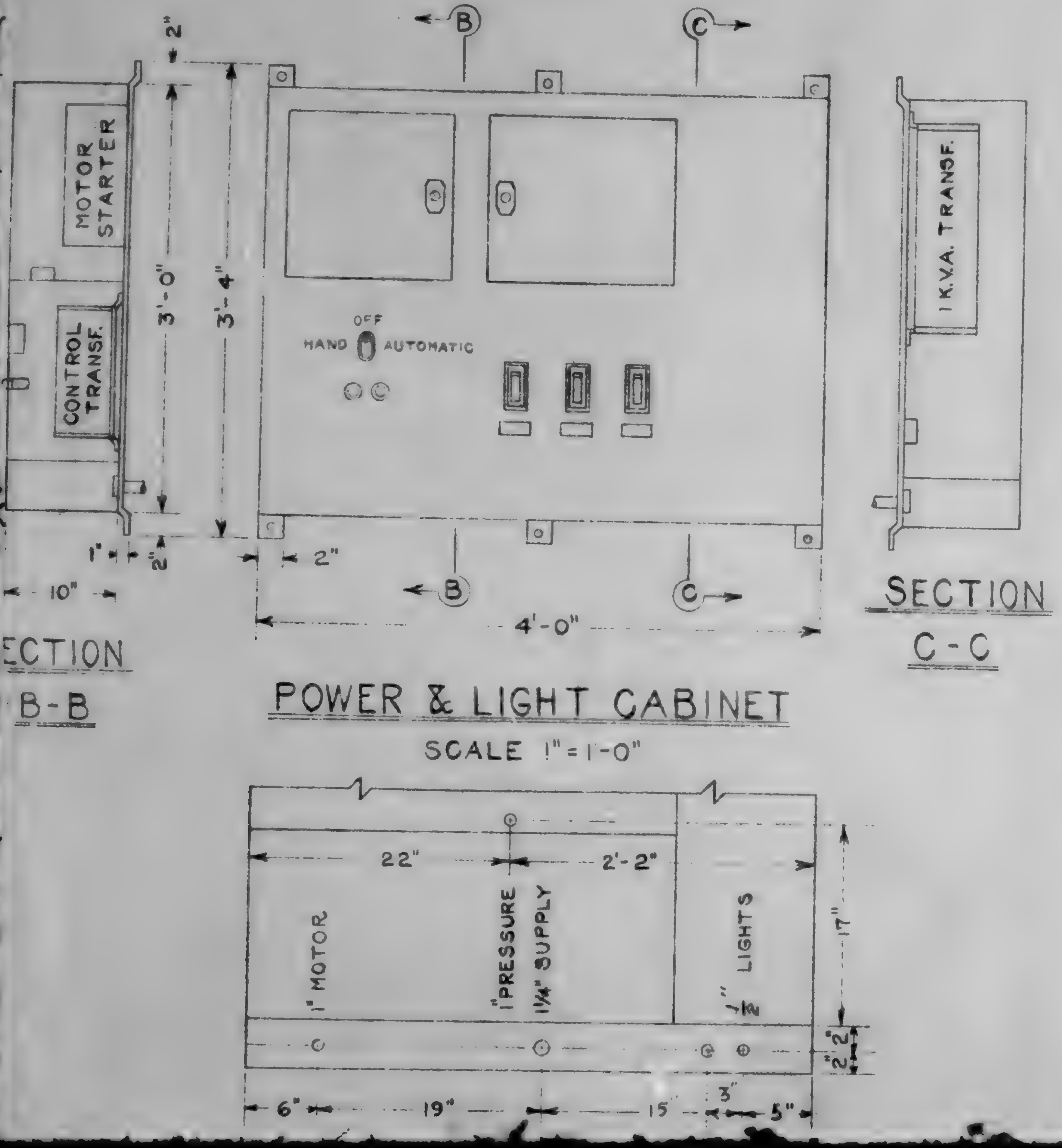
SHEET 3 OF 8 R-2


N
A
3"
TO SUIT PUMP USED
3" ALL IRON GATE VALVE
3" SWING CHECK VALVE CRANE CO. No. 3½ OR EQUAL
TO BE FURNISHED & INSTALLED BY PUMP CONTRACTOR
4"
2'-0"
6" PRESSURE PIPE
⑬㉘
⑬㉘
㊳
⑦
⑫㊳



CORNER OF ROOF
9"
2'-0"
4
39
DIMENSION "X" TO BE SUPPLIED LATER
16
3'-6"
4'-0"
7
14
2'-0"
7
X
IN FLOOR
16
14
14
38
9
3'-0"
1"
17
29
2'-0"
6" PRESSURE PIPE
38
7
12
38


ER OF ROOF
9"
4
39
MENSION "X" TO
E SUPPLIED LATER
16
X
IN FLOOR
16
14
38
9
1"
17
14
2
14
17
9
18
2'-3"
1"
3"
19"
15"
6"
3'-6"
PROJECTIO
7
27
38
20"
16
16
14
6
14
MOTOR STARTER
CONTROL TRANSF.
3'-0"
3'-4"
2"
1"
2"
10"
2"
OFF
HAND
AUTOMATIC
B
B
SECTION B-B
POWER & LI
SCAL
22"
1" MOTOR
6"
19"



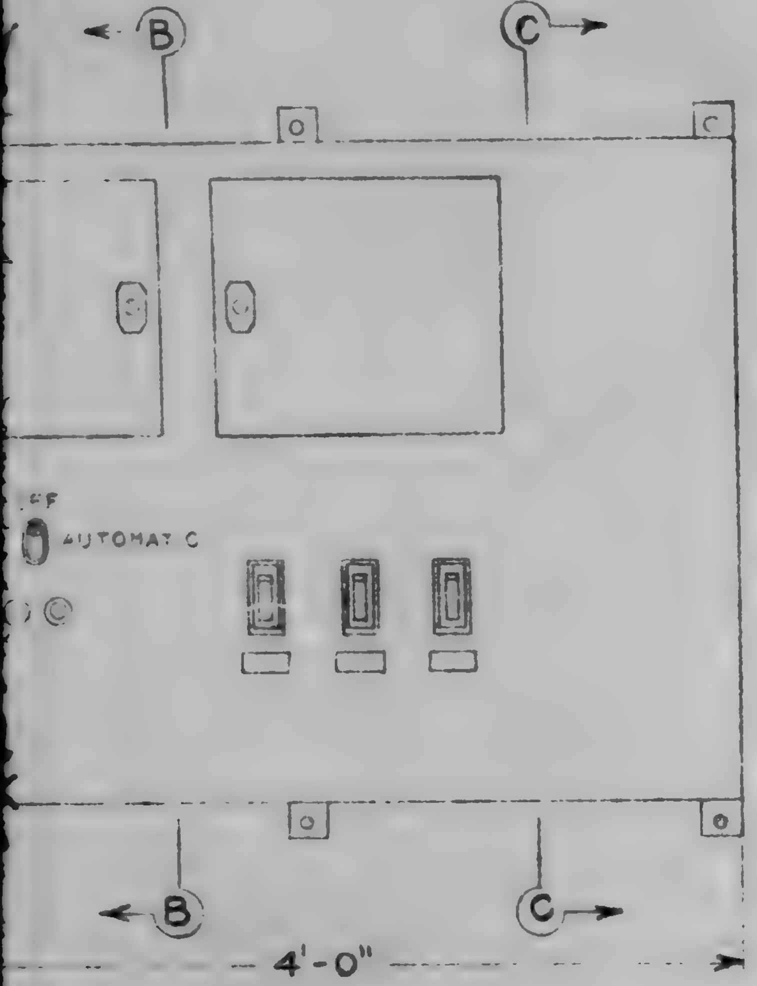
POWER & LIGHT CABINET

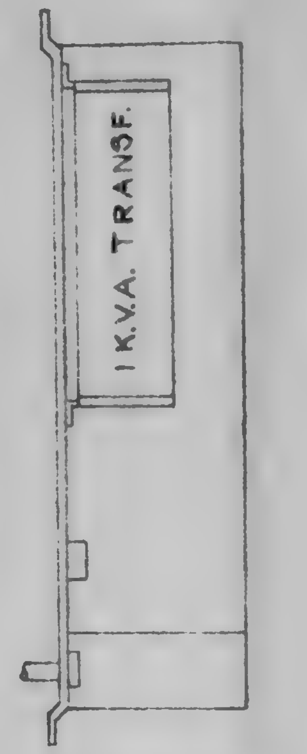
SCALE 1" = 1'-0"

BILL OF MATERIAL

ITEM	DESCRIPTION	QU
1	BOLTS. ANCHOR 3/4" X 10" GALV. WITH NUTS	
2	BOLTS, CARRIAGE HUBBARD 9635	
3	BOLTS, DOUBLE ARMING HUBBARD 9870	
4	BOLT, EYE 3/4" X 8" HUBBARD 9978	
5	BOLT, THRU 5/8" X 16" HUBBARD 9816	
6	BOX, WATER TIGHT OUTLET BENJAMIN 6886	
7	BOX, WATER TIGHT OUTLET BENJAMIN 6887.	
8	BRACES, CROSS ARM HUBBARD 8028	
9*	CABINET, POWER & LIGHT AS PER SPECIFICATIONS	
10	CAP, SERVICE ENTRANCE CONDULET F463	
11	CLAMPS. 3 BOLT HUBBARD 7449	
12	CLAMP, BURNDY SERVIT KS 25	
13	CLAMPS. GROUND BURNDY GR 6429	
14	CONDUIT, 1/2" GALV.	
15		
16	CONDUIT, 1" GALV.	
17	CONDUIT, 1¼" GALV.	
18	CONNECTOR, CONDULET CGB 284 WITH TAPERED LEAD SLEEVE.	
19	CROSS-ARMS, 4 PIN 3¼" X 4¼" X 8'-6"	
20	FLANGE, BENJAMIN 6928	
21	GASKETS, RUBBER BENJAMIN 6945	
22	HOOKS, GUY HUBBARD 7584	
23	INSULATOR, GUY STRAIN LOCKE 504	
24	LAMP, BENJAMIN 6805 WITHOUT BOX COMPLE 200 WATT LAMP	
25	LAMP, BENJAMIN 7201 COMPLETE WITH	

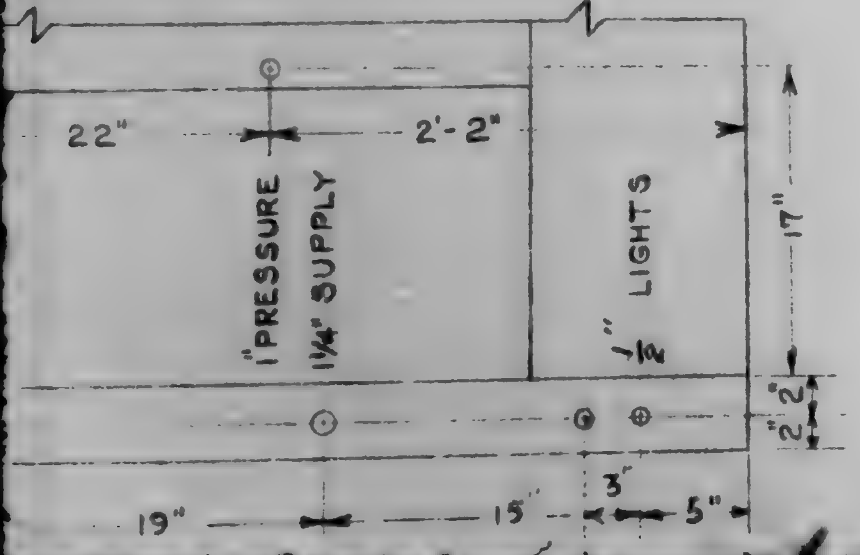
[illegible] ENGINEERS U S ARMY





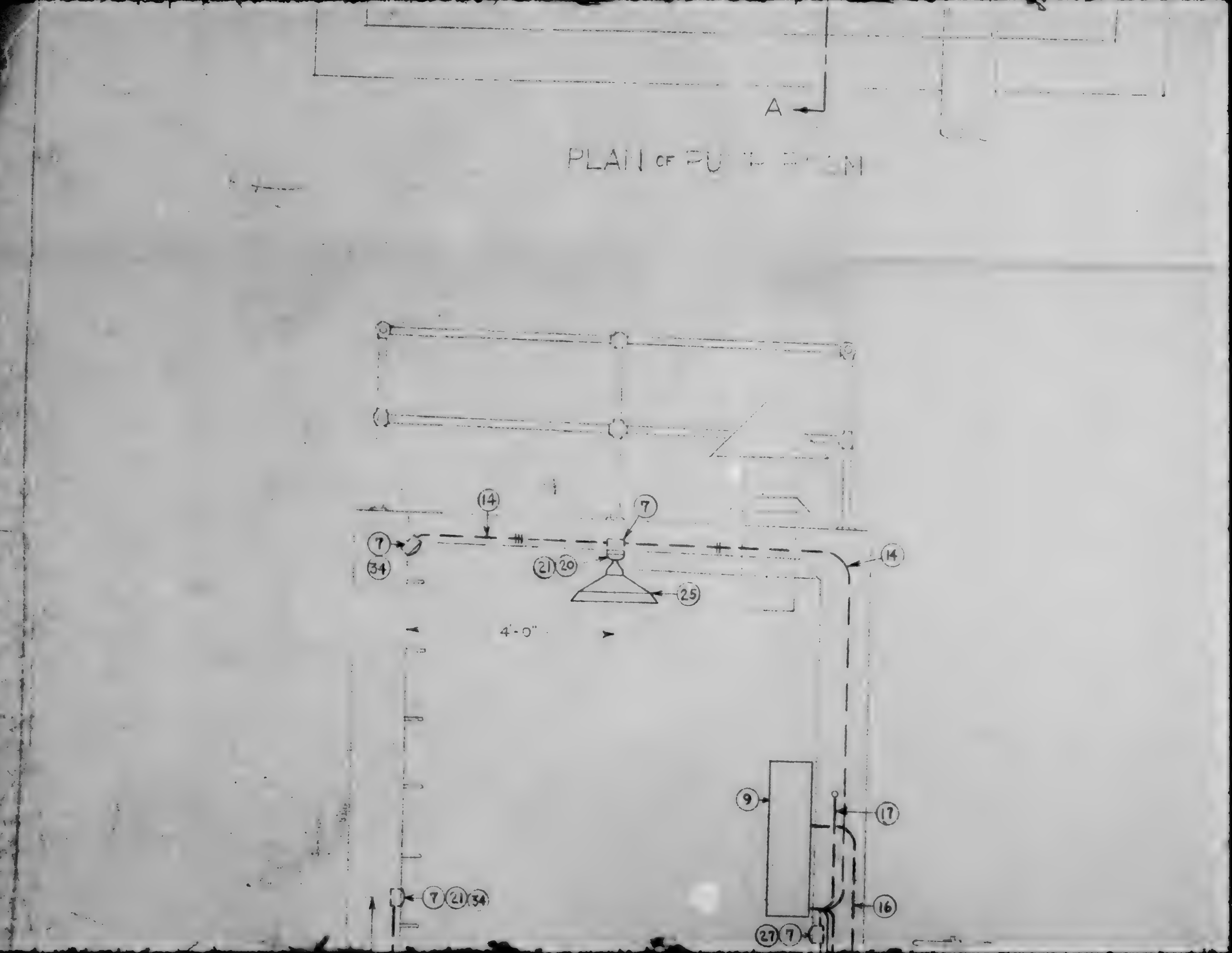
SECTION
C - C

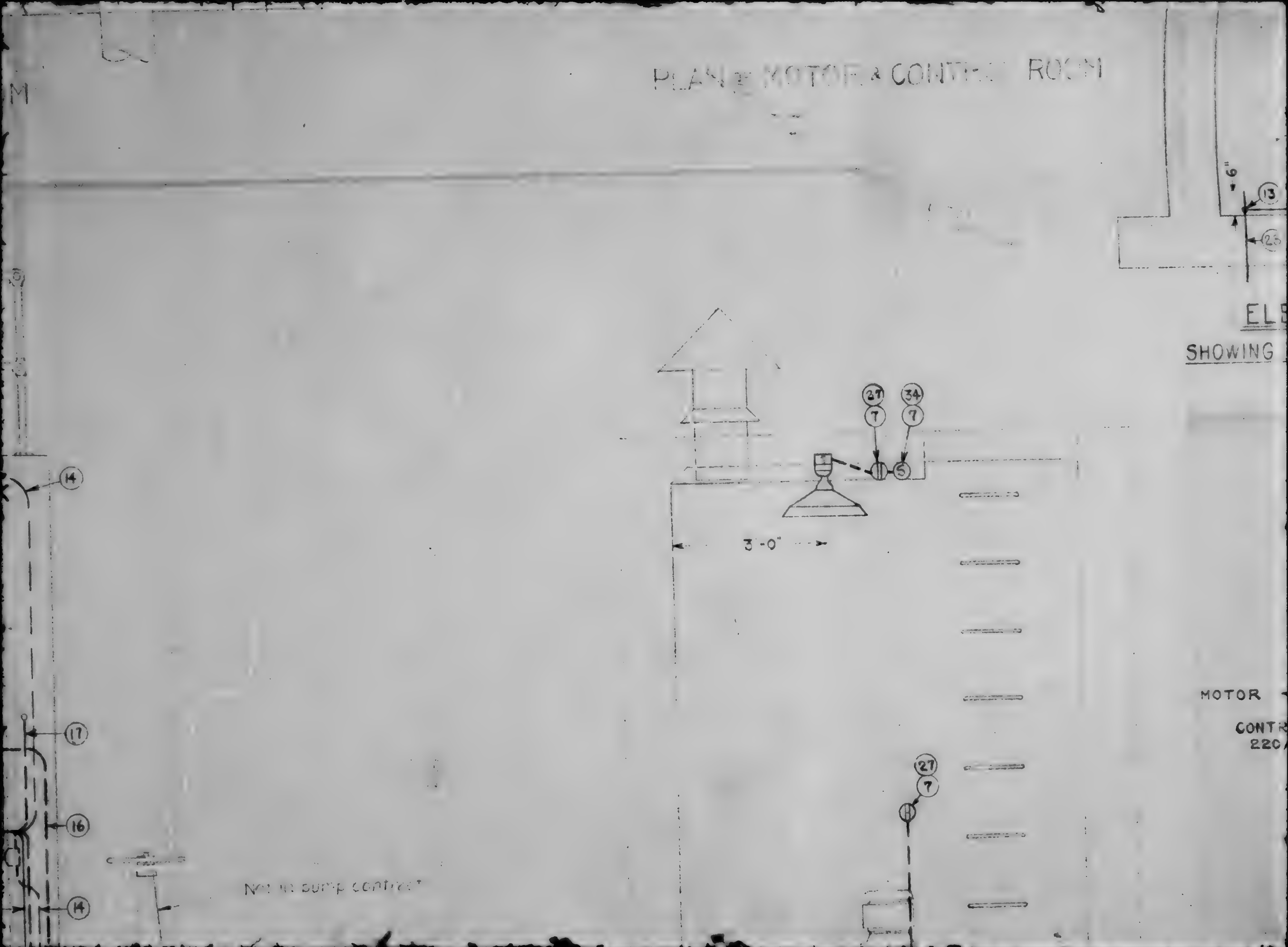
ER & LIGHT CABINET
SCALE 1"=1'-0"

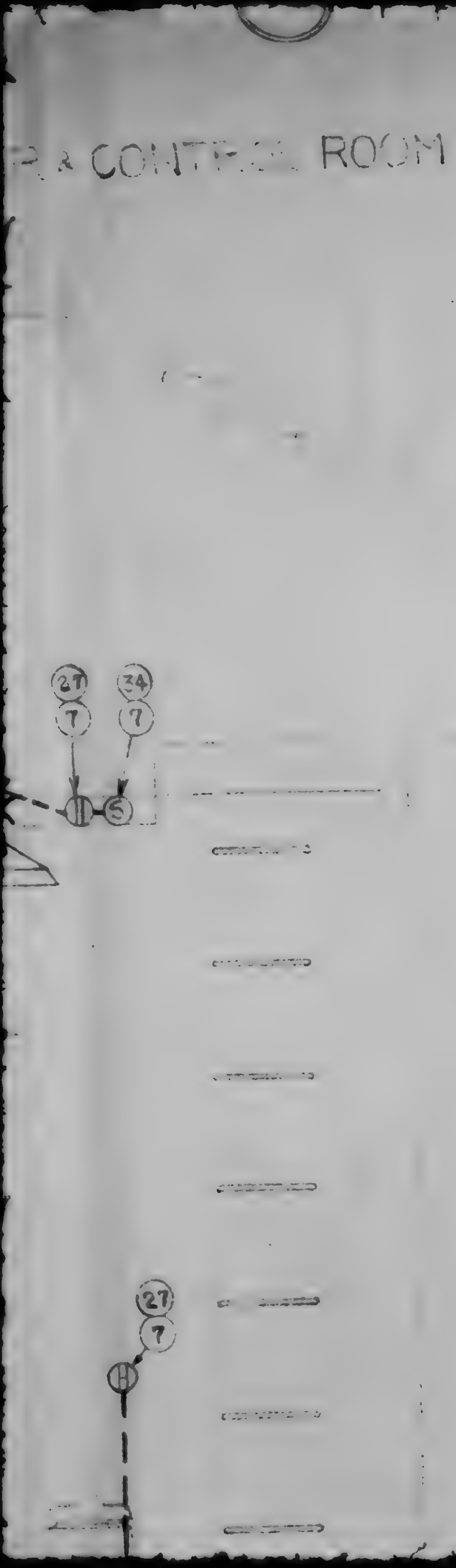


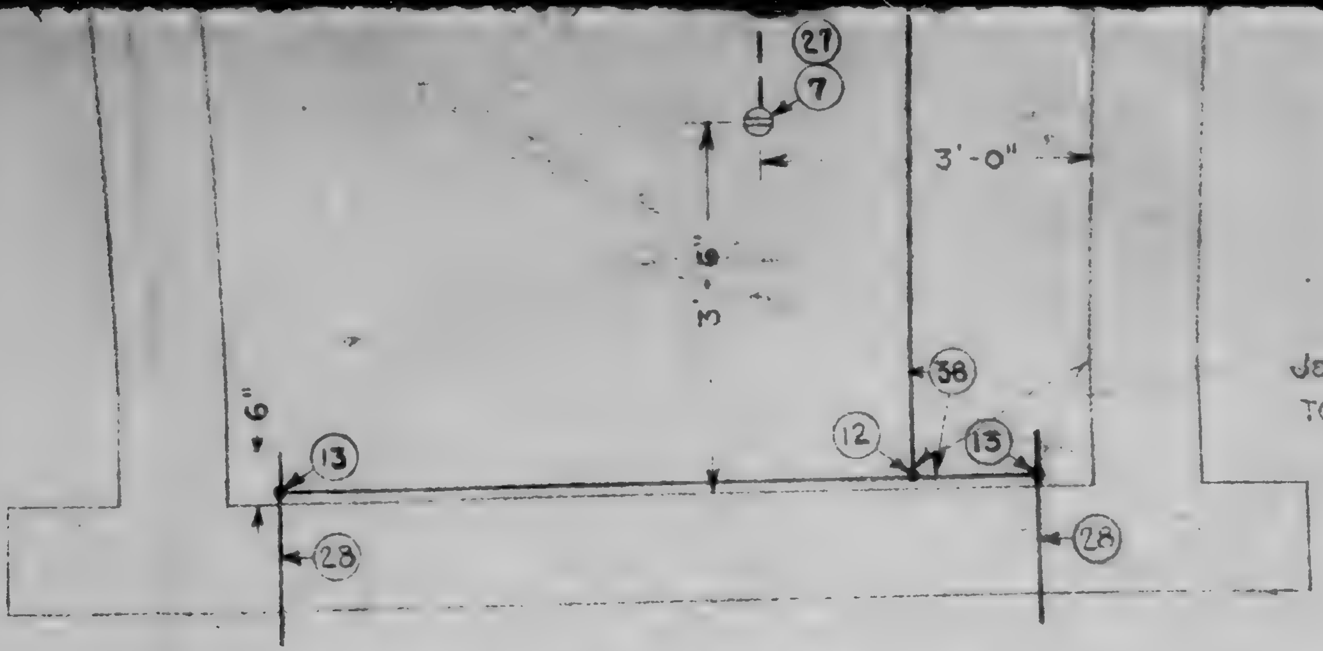
BILL OF MATERIAL

ITEM	DESCRIPTION	QUANT.	REQ. NO.
1	BOLTS, ANCHOR 3/4" X 10" GALV. WITH NUTS	5	
2	BOLTS, CARRIAGE HUBBARD 9635	4	
3	BOLTS, DOUBLE ARMING HUBBARD 9870	2	
4	BOLT, EYE 3/4" X 8" HUBBARD 9978	1	
5	BOLT, THRU 5/8" X 16" HUBBARD 9816	1	
6	BOX, WATER TIGHT OUTLET BENJAMIN 6886	1	
7	BOX, WATER TIGHT OUTLET BENJAMIN 6887	8	
8	BRACES, CROSS ARM HUBBARD 8028	4	
9*	CABINET, POWER & LIGHT AS PER SPECIFICATIONS	1	
10	CAP, SERVICE ENTRANCE CONDULET F463	1	
11	CLAMPS, 3 BOLT HUBBARD 7449	4	
12	CLAMP, BURNDY SERVIT KS25	1	
13	CLAMPS, GROUND BURNDY GR6429	2	
14	CONDUIT, 1/2" GALV.	70'	
15			
16	CONDUIT, 1" GALV.	20'	
17	CONDUIT, 1¼" GALV.	30'	
18	CONNECTOR, CONDULET CGB 284 WITH TAPERED LEAD SLEEVE.	2	
19	CROSS-ARMS, 4 PIN 3¼" X 4¼" X 8'-6"	2	
20	FLANGE, BENJAMIN 6928	2	
21	GASKETS, RUBBER BENJAMIN 6945	8	
22	HOOKS, GUY HUBBARD 7584	2	
23	INSULATOR, GUY STRAIN LOCKE 504	1	
24	LAMP, BENJAMIN 6805 WITHOUT BOX COMPLETE WITH 200 WATT LAMP	1	
25	LAMP, BENJAMIN 7201 COMPLETE WITH 200 WATT LAMP	2	


A
PLAN OF PU
4'-0"


PLAN OF MOTOR & CONTR ROOM
M
Not in sump contract
3'-0"
6"
EL
SHOWING
MOTOR
CONTR

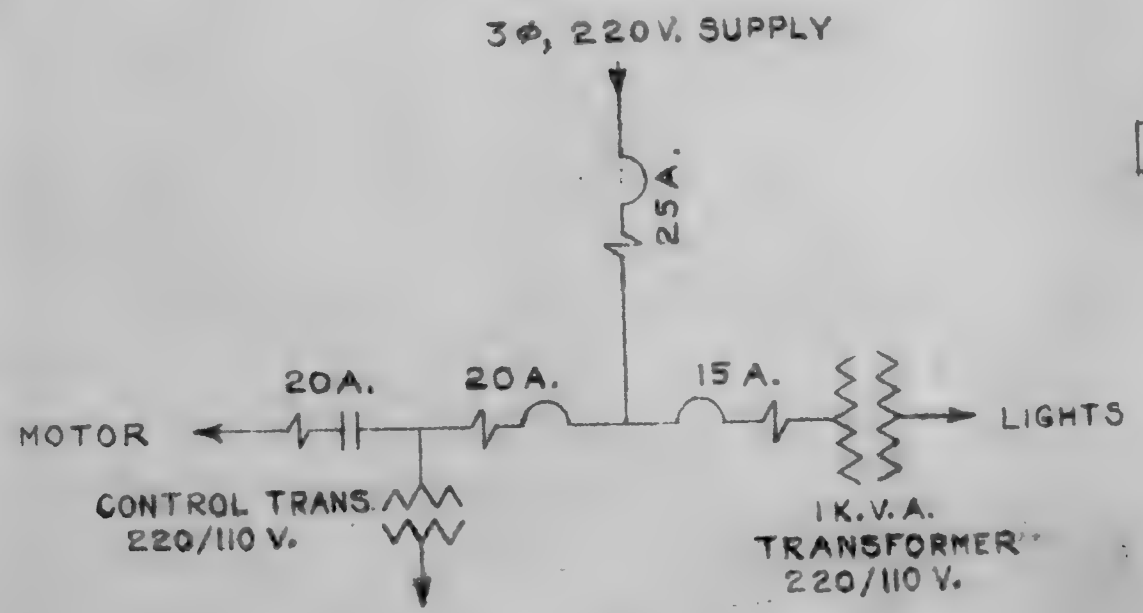




JOINT [illegible]
TO BE MADE IN OPEN.

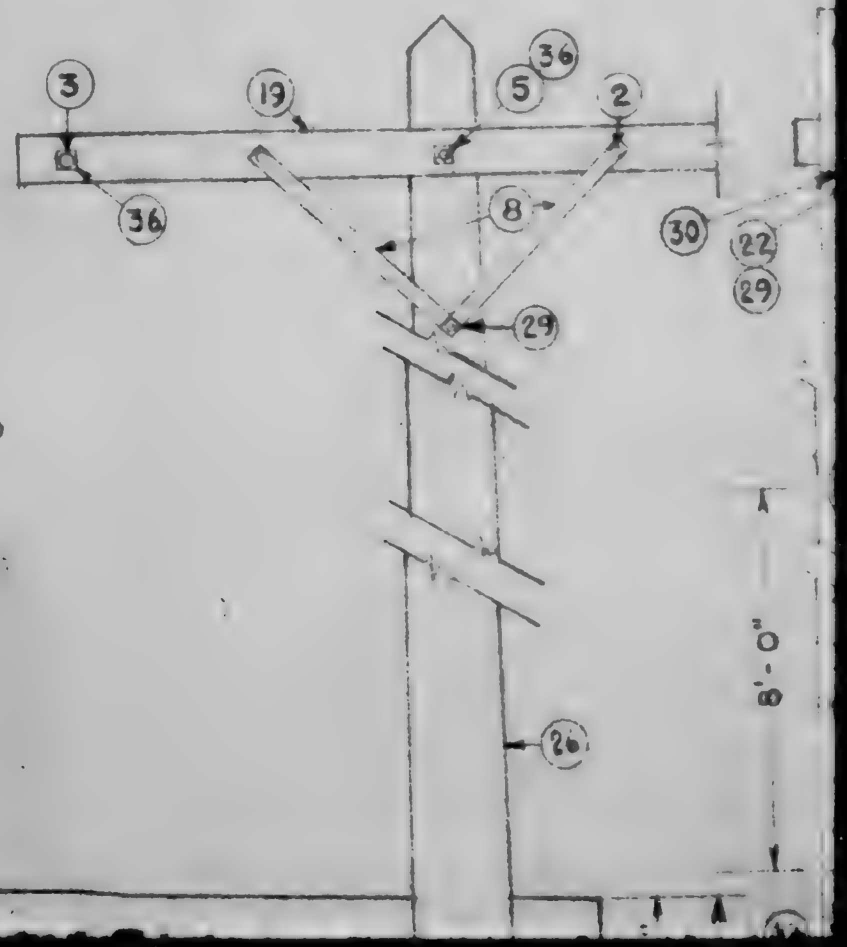
ELEVATION OF EAST WALL
SHOWING POWER AND LIGHT CABINET AND CONDUIT TERMINATIONS

SCALE 1/2" = 1'-0"



SINGLE LINE DIAGRAM

NO SCALE



SCAL

DRILLING TEMPLATE

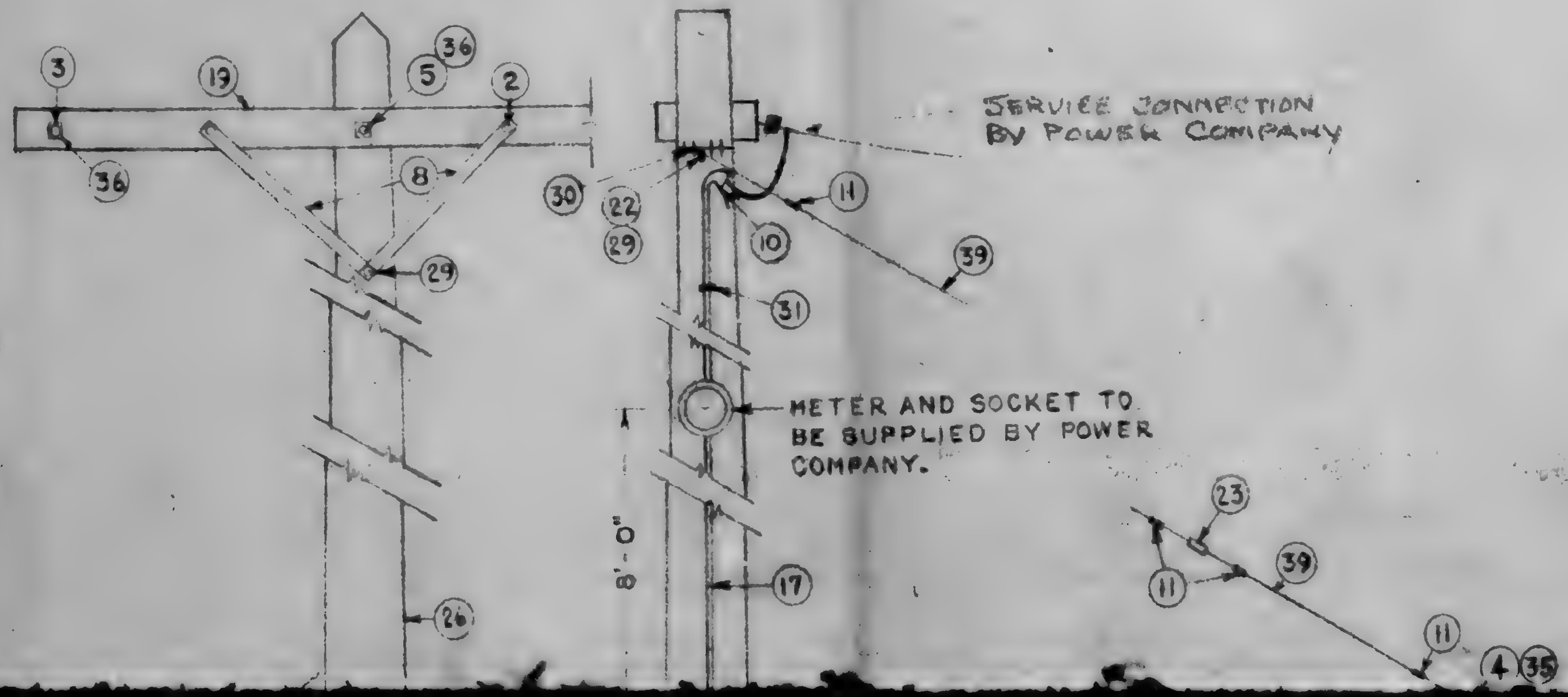
SCALE 1" = 1'-0"

TO 6 MADE IN OPEN.

ND

LIGHTS

ER


3
19
5
36
2
36
8
29
26
LIGHTS
30
22
29
10
11
39
31
17
8'-0"
SERVICE CONNECTION BY POWER COMPANY
METER AND SOCKET TO BE SUPPLIED BY POWER COMPANY.
23
11
39
11
4
35

25 LAMP, BENJAMIN 7201 COMPLE
200 WATT LAMP
26 POLE, 25 FT. CLASS 2, W. R. C.
27 RECEPTACLE WITH COVER BENJ
28 RODS, GROUND 5/8" X 8'-0" COPP
29 SCREWS, LAG 1/2" X 4" HUBBARD
30 SHIMS, GUY HUBBARD 7570
31 STRAPS, CONDUIT 1¼"
32 STRAPS, 1/2" X 3" MILD STEEL GA
33 SUPPORT, POLE 4" X 4" X 1/4" ∠ CLIP
34 SWITCH, BENJAMIN 7770
35 THIMBLE, GUY HUBBARD 7593
36 WASHERS, 2¼" SQUARE HUBBARD
37 WASHERS, 4" SQUARE HUBBARD
38 WIRE, GROUND 1/0 COPPER STRAND
39 WIRE, GUY 3/8" S.M.
40* WIRE, #10 SOLID D.B. 30% R.C. 60
41 WIRE, #12 SOLID D.B. 30% R.C. 60
42 CONDULET LL47

* INCLUDED IN PUMP CONTRACT.

LEGEND

– – – –	CONDUIT IN WALLS,
═══	EXPOSED CONDUIT
⏀	CONVENIENCE OU
⌒∿⌒	AIR BREAK SWIT
⌒‖⌒	MOTOR STARTER

NOTES

ALL LIGHTING MATERIALS, SER AND ALL CONDUIT ARE NOT A P TRACT.

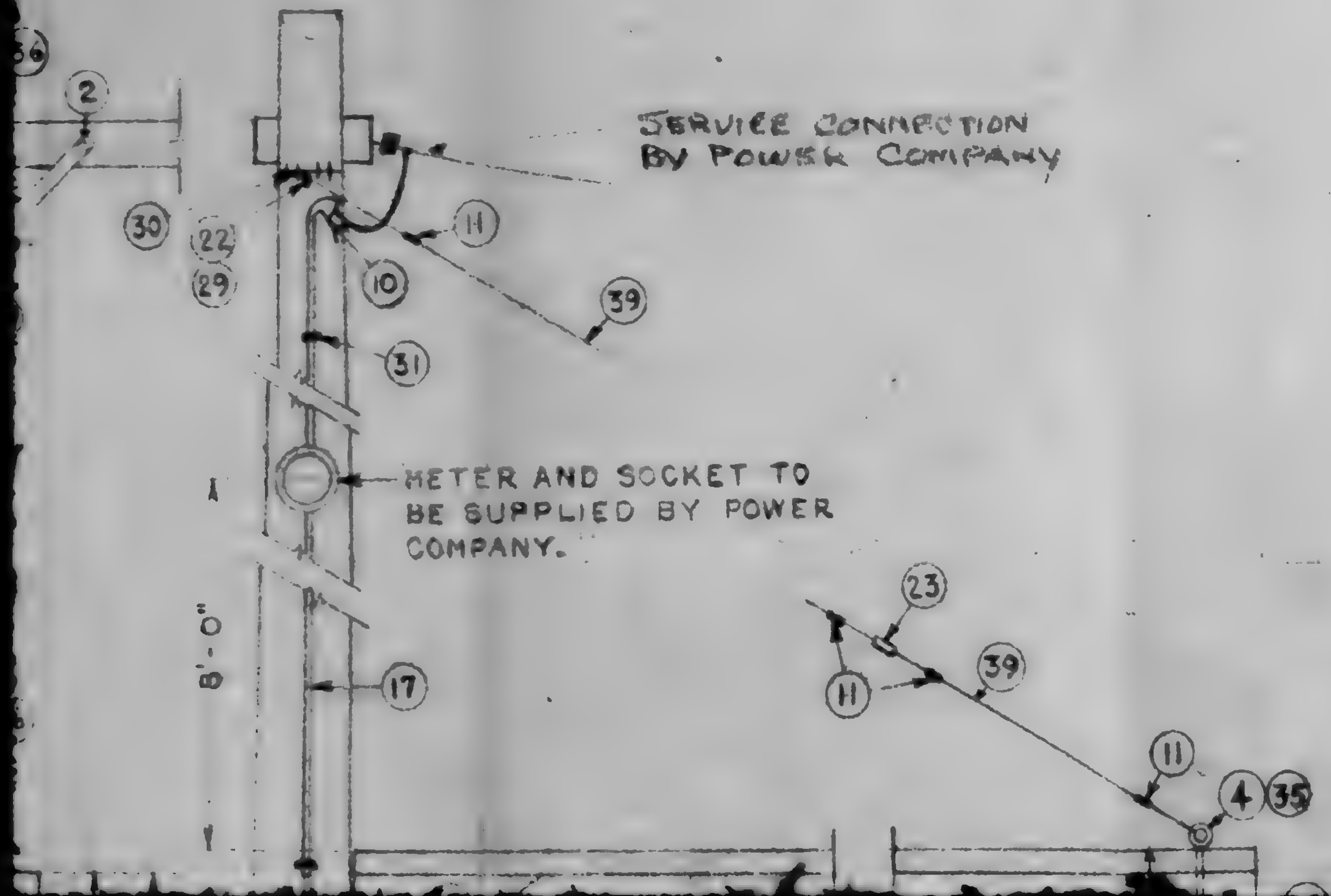
PUMP SUCTION AND DISCHARGE TINGS AND VALVES TO BE NOT

PUMP CONTRACTOR TO FURNISH VALVES, FITTINGS, PIPE, PRESS HANGERS, COPPER PRESSURE CABINET AND ALL SUPPLY AN

SCALE 1" = 1'-0"

	200 WATT LAMP	
26	POLE, 25 FT. CLASS 2, W.R.C.	1
27	RECEPTACLE WITH COVER BENJAMIN 6936	3
28	RODS, GROUND 5/8" X 8'-0" COPPERWELD	2
29	SCREWS, LAG 1/2" X 4" HUBBARD 9754	4
30	SHIMS, GUY HUBBARD 7570	[illegible]
31	STRAPS, CONDUIT 1¼"	4
32	STRAPS, 1/2" X 3" MILD STEEL GALV.	2
33	SUPPORT, POLE 4" X 4" X 1/4" ∠ CLIP 8" GALV.	1
34	SWITCH, BENJAMIN 7770	3
35	THIMBLE, GUY HUBBARD 7593	1
36	WASHERS, 2 1/4" SQUARE HUBBARD 7814	10
37	WASHERS, 4" SQUARE HUBBARD 7819	6
38	WIRE, GROUND 1/0 COPPER STRAND BARE	30'
39	WIRE, GUY 3/8" S.M.	30'
40*	WIRE, #10 SOLID D.B. 30% R.C. 600V. INS.	100'
41	WIRE, #12 SOLID D.B. 30% R.C. 600V. INS.	175'
42	CONDULET LL47	1

* INCLUDED IN PUMP CONTRACT.


36
2
30
22
29
10
11
39
31
17
8'-0"
SERVICE CONNECTION BY POWER COMPANY
METER AND SOCKET TO BE SUPPLIED BY POWER COMPANY.
23
11
39
11
4
35

LEGEND

- - - -	CONDUIT IN WALLS, ROOF OR FLOOR.
═══	EXPOSED CONDUIT.
⦶	CONVENIENCE OUTLET.
⌒⁄	AIR BREAK SWITCH
⌒||	MOTOR STARTER

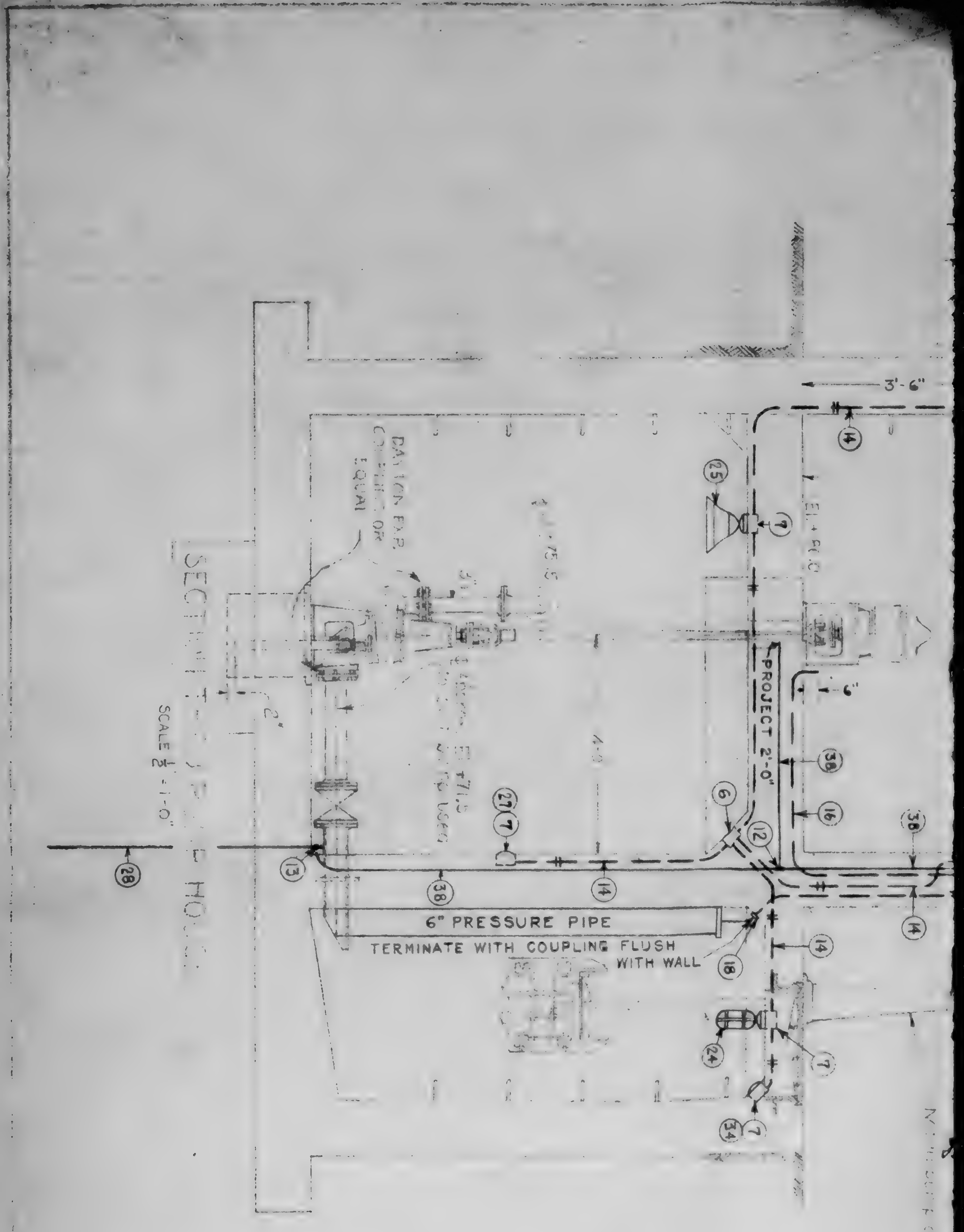
NOTES

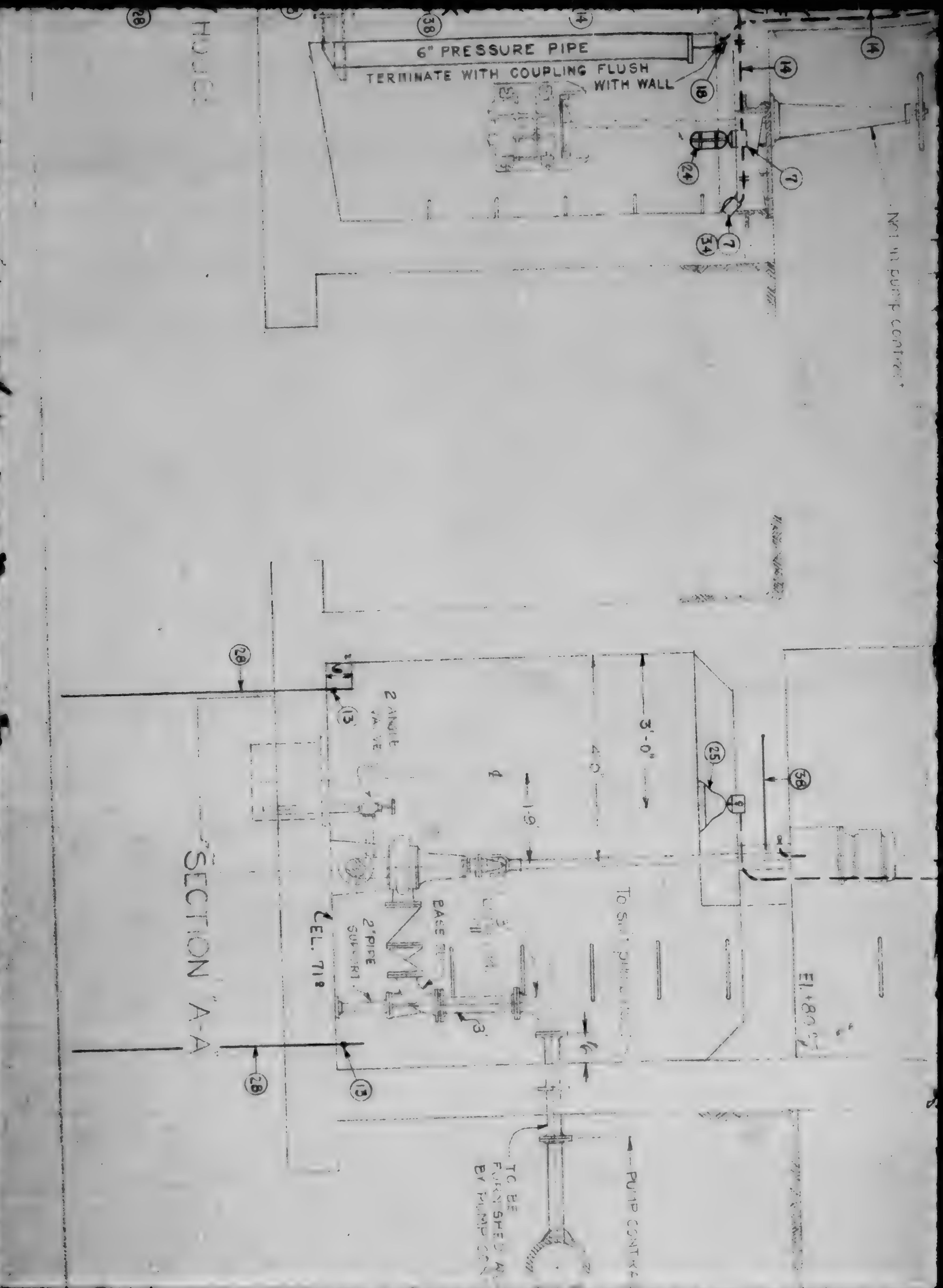
ALL LIGHTING MATERIALS, SERVICE POLE WITH SUPPORTS AND ALL CONDUIT ARE NOT A PART OF THE PUMP CONTRACT.

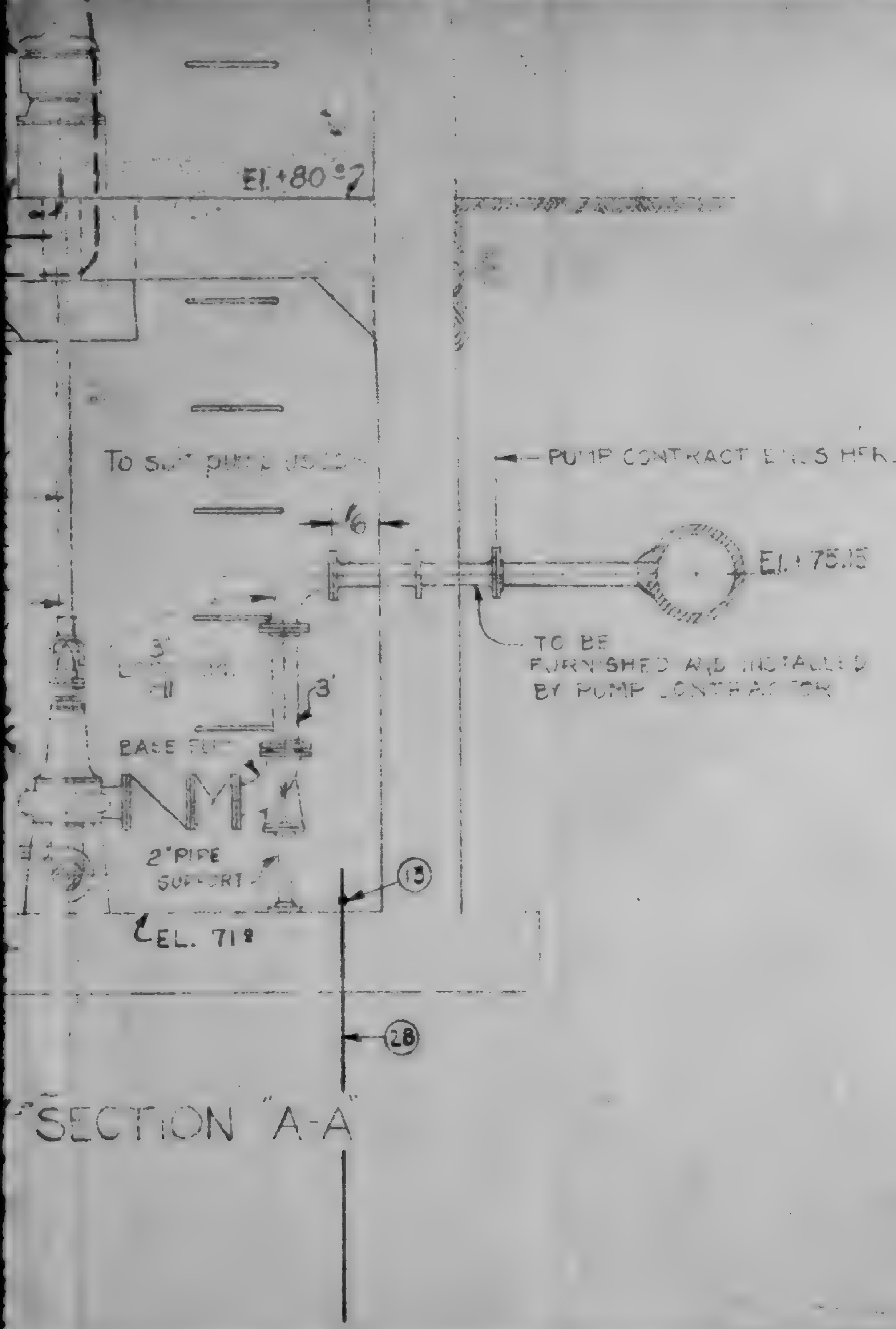
PUMP SUCTION AND DISCHARGE CONNECTIONS, PIPE FITTINGS AND VALVES TO BE NOT LESS THAN SHOWN.

PUMP CONTRACTOR TO FURNISH AND INSTALL PUMPS, VALVES, FITTINGS, PIPE, PRESSURE PIPE, PRESSURE PIPE HANGERS, COPPER PRESSURE TUBE, POWER AND LIGHT CABINET AND ALL SUPPLY AND MOTOR WIRING.

[illegible] HAND RAILINGS, VENTILATORS AND GROUND

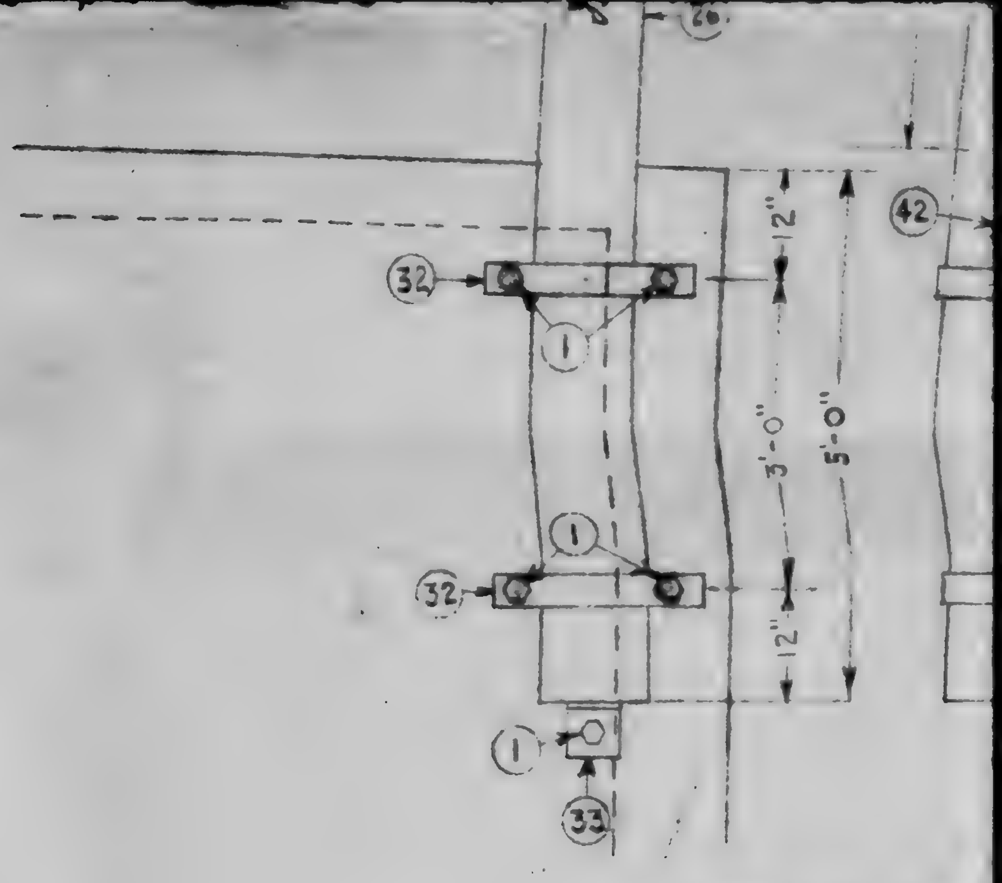

3'-6"
PROJECT 2'-0"
6"
6" PRESSURE PIPE
TERMINATE WITH COUPLING FLUSH
WITH WALL
DAYTON FAR. COUPLING OR EQUAL
EL. +71.5
4'-0"
2"
SCALE ½" = 1'-0"
14
25
7
38
16
6
12
18
24
34
27
28
13


6" PRESSURE PIPE
TERMINATE WITH COUPLING FLUSH WITH WALL
28
38
14
14
14
18
24
7
7
34
28
13
2 ANGLE VALVE
3'-0"
4'-0"
1'-9"
25
38
SECTION "A-A"
EL. 71.8
2" PIPE SUPPORT
BASE
3"
6
28
13
TO BE FURNISHED BY PUMP CO.
PUMP CONTRA
El. +80
TO SUMP
NOT IN PUMP CONTRACT



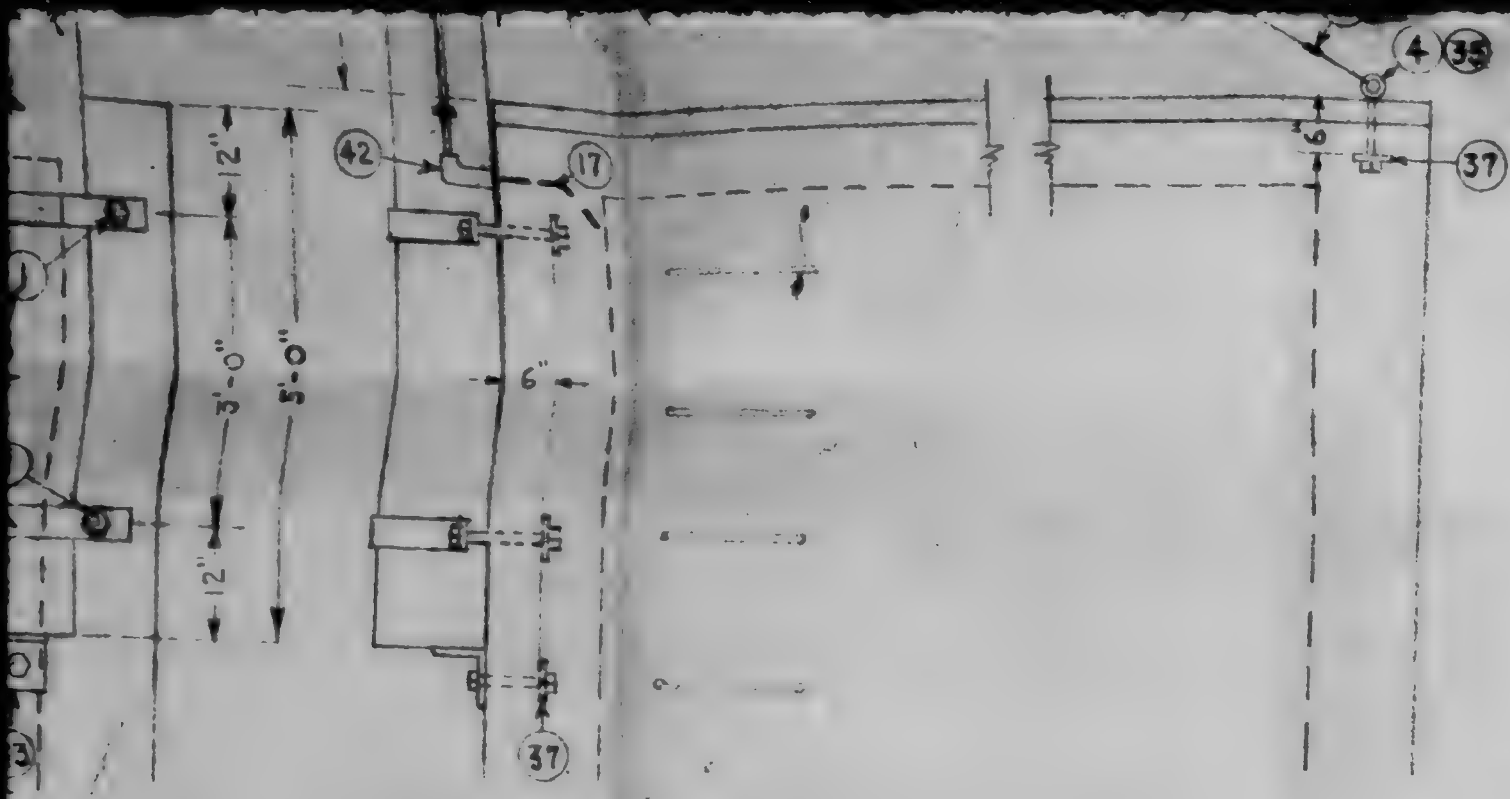
SECTION "A-A"

NO SCALE



POLE SU

SCALE



POLE SUPPORT

SCALE 1/2"=1'-0"

VALVES, FITTINGS, PIPE, PRESSURE PIPE, PRESSURE PIPE HANGERS, COPPER PRESSURE TUBE, POWER AND LIGHT CABINET AND ALL SUPPLY AND MOTOR WIRING.

BUILDINGS, HAND RAILINGS, VENTILATORS AND GROUND RODS ARE NOT IN PUMP CONTRACT.

EXTEND THREADED CONDUIT, TERMINATING IN CABINET, 2" FROM WALL.

EXTEND GROUND WIRE 12" FROM WALL FOR CONNECTION TO GROUND RODS.

SUPPLY AND MOTOR CONDUCTORS TO BE #10 COPPER; ALL OTHER CONDUCTORS TO BE #12 COPPER.

NO.	REVISION	DATE	BY	AP'V'D

BONNEVILLE PROJECT

OVERHEAD CROSSING,
ROAD AND DRAINAGE SYSTEM
NEAR HOOD RIVER, OREGON

PUMP & CONTROL ARRANGEMENT

[illegible]

U. S. ENGINEER OFFICE, BONNEVILLE DISTRICT (OREGON)

SUBMITTED:
ASSOCIATE ENGINEER

RECOMMENDED:
PRINCIPAL ENGINEER

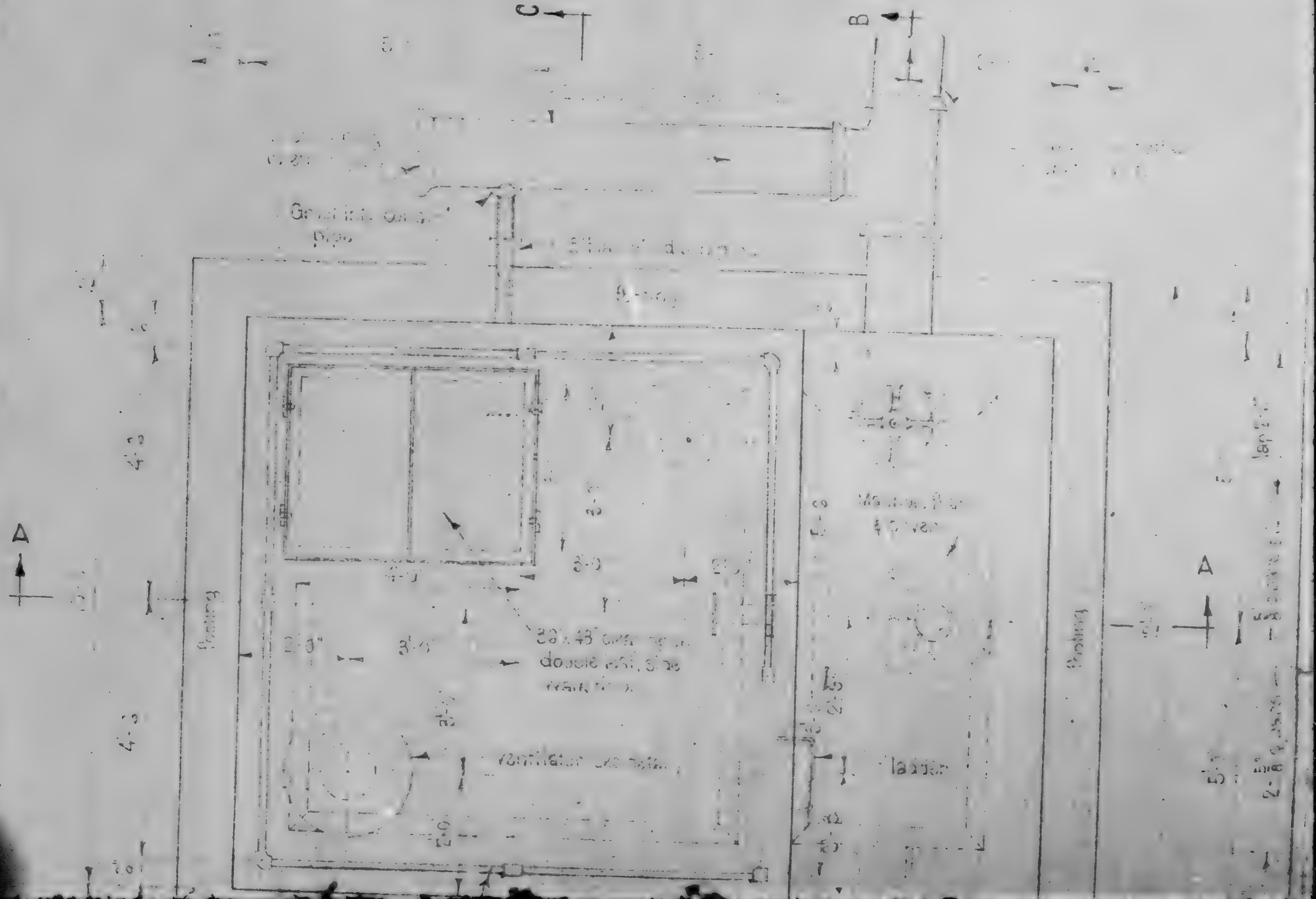
APPROVED:
MAJOR, CORPS OF ENGINEERS

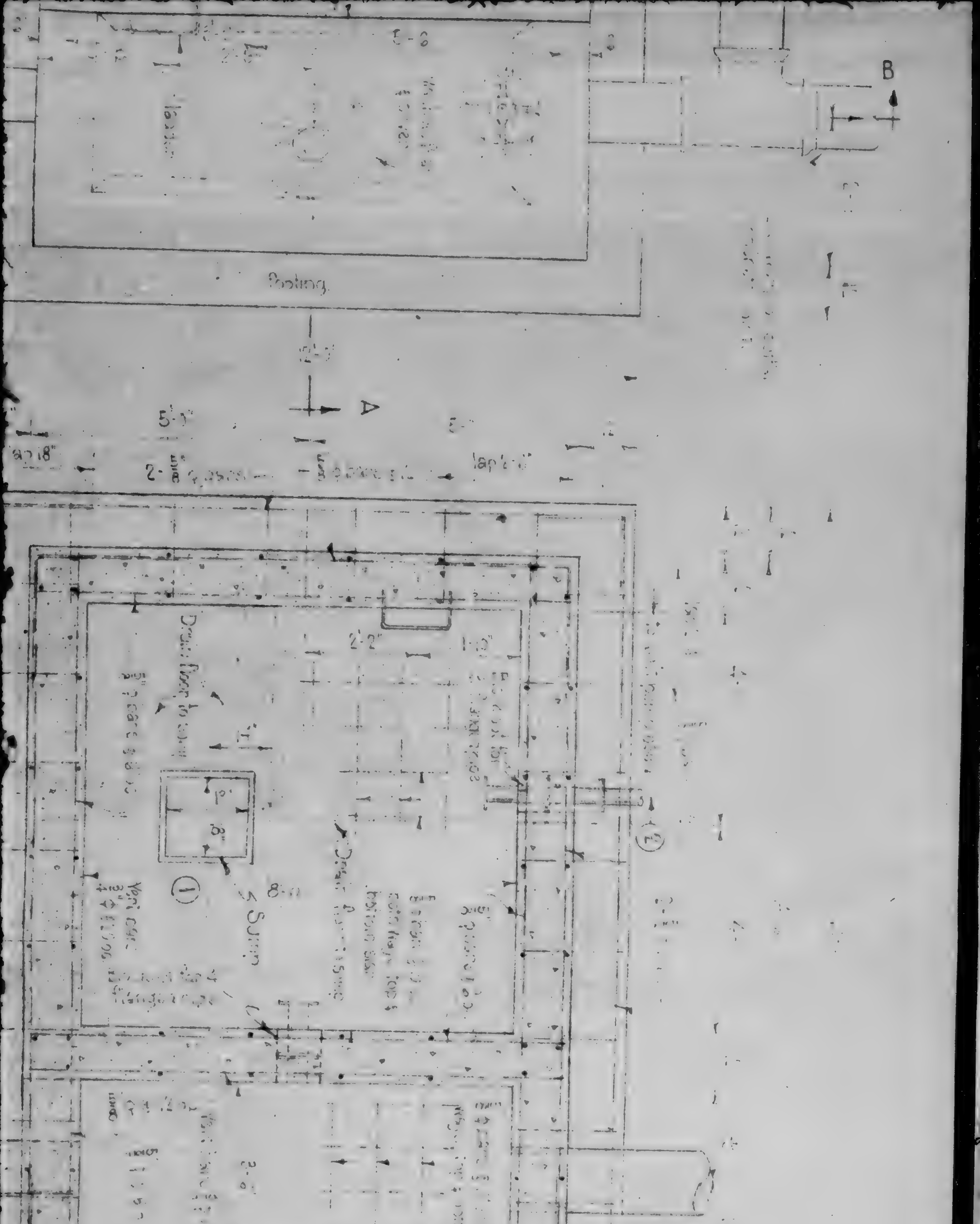
DESIGNED BY G.A.D.-R.B.B. R.N.W.
DR. BY G.A.D. TR. BY ______ CHECKED BY L.P.

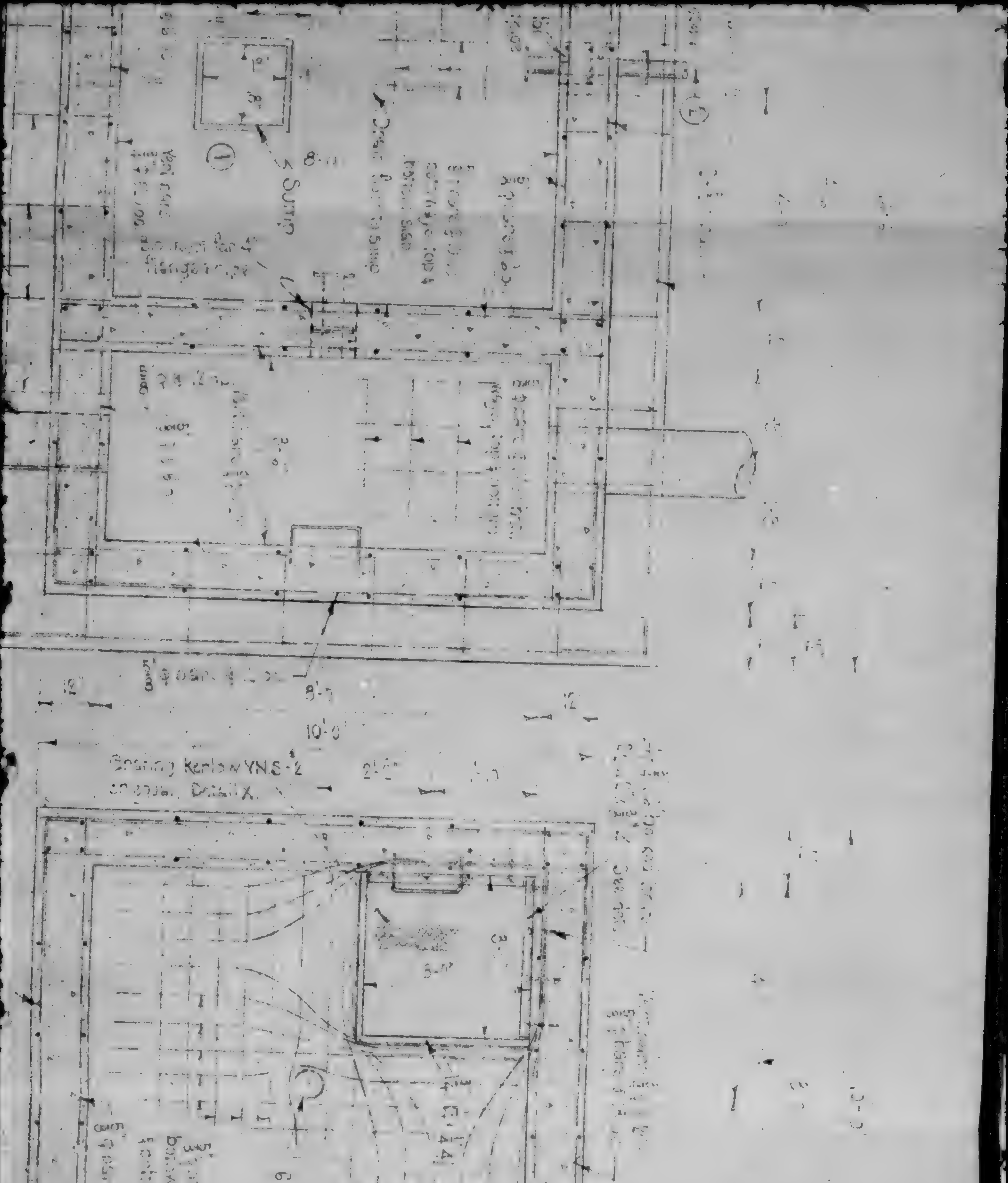
7409

SHEET 9 - R-2-71

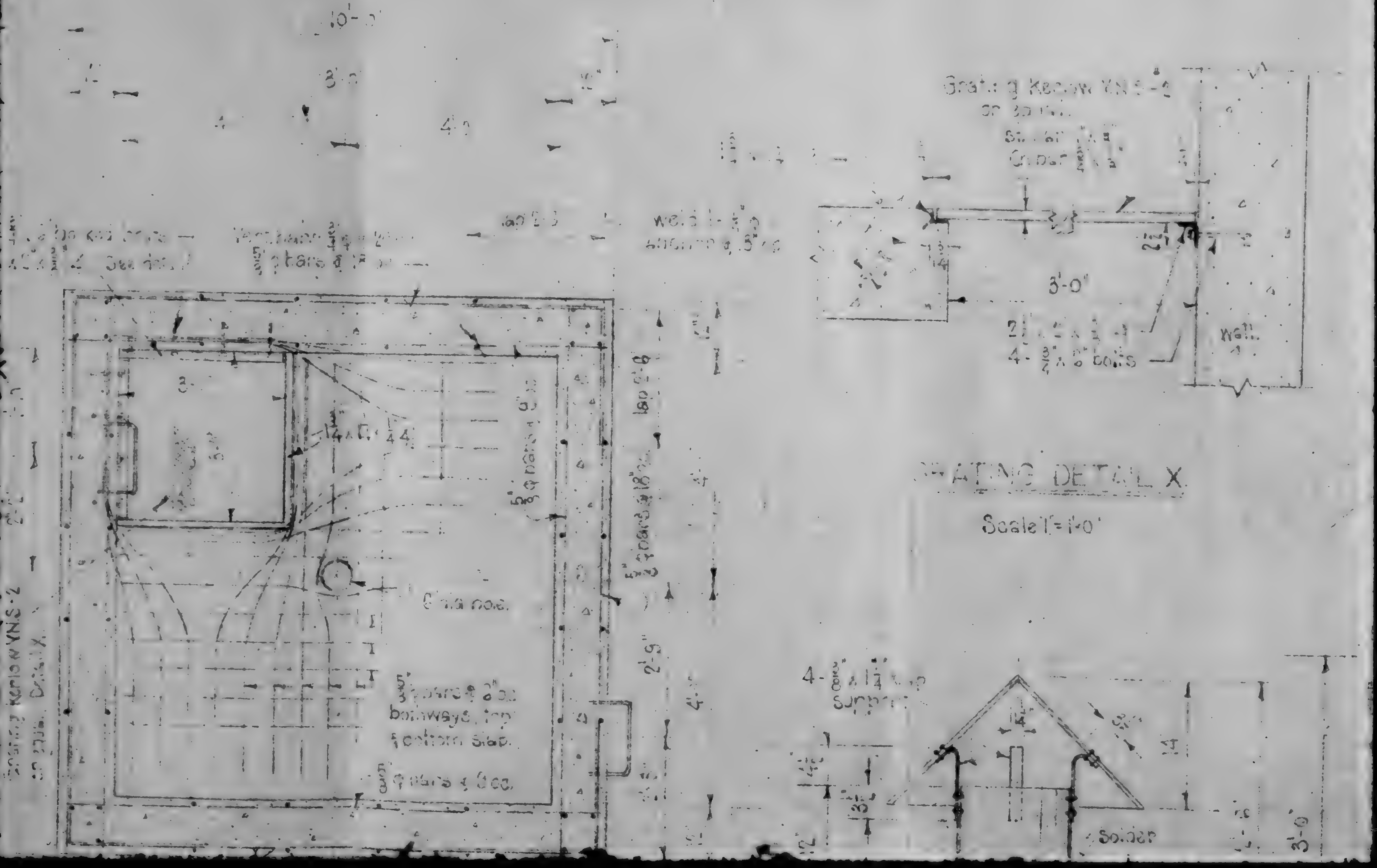
WAR DEPARTMENT




B
Footing
2'-3"
A
5'-3"
lap 18"
2-5/8"
lap
2'-2"
1'-3"
Drain floor to sump
1'
8"
①
②
8'-0"
Sump
Drain


Sump
8'-0
①
Drain floor to Sump
Sleeve for 4" flanged pipe
8'-5
10'-0
12"
12"
Detail X.
5'-0"
3'-

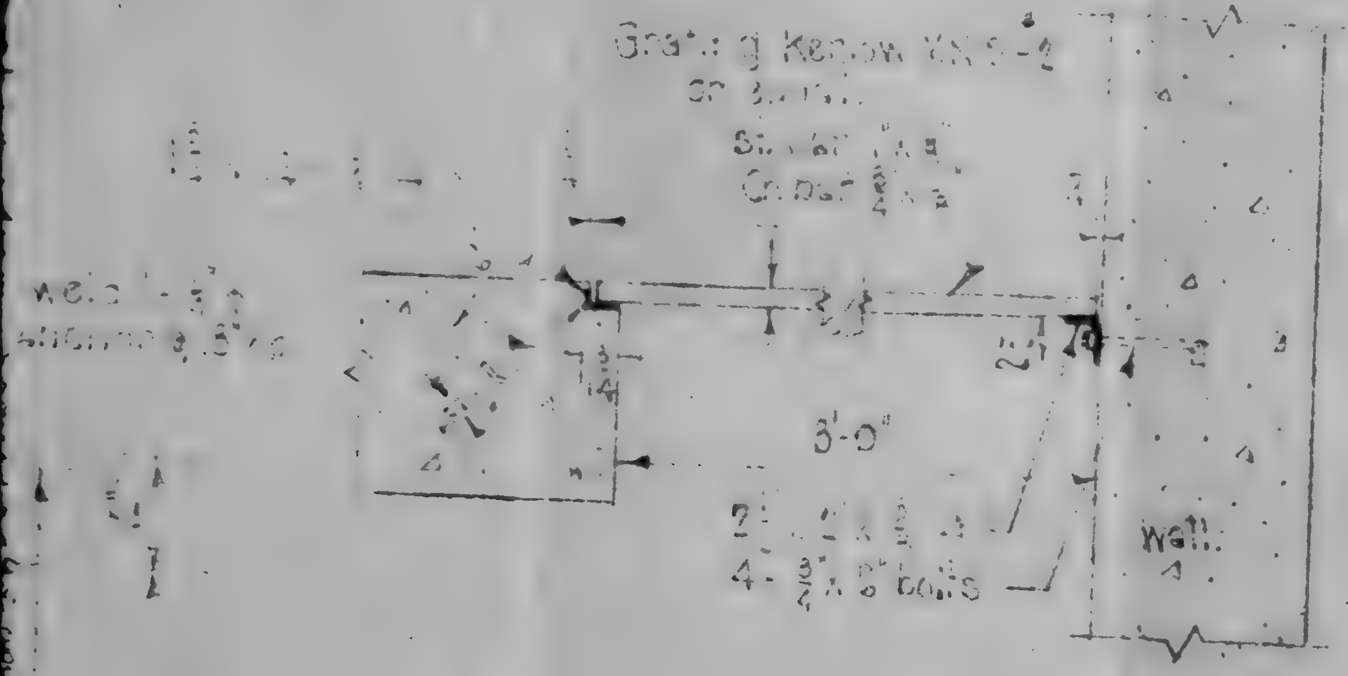
COR


10'-0"
3'-0"
4'-0"
lap 2'-6
weld 1-$\frac{3}{8}$"
Vert. bars $\frac{3}{4}$"
$\frac{5}{8}$" bars @ 18" oc
Grating Kecow YNS-2
on 30 ft.
Solder
Ground
3'-0"
$2\frac{1}{2}$"
4-$\frac{3}{4}$" x 6" bolts
Wall
$1\frac{3}{4}$" x 4
$\frac{5}{8}$" bars @ 9" oc
$\frac{5}{8}$" bars @ 18" oc
lap 2'-6
2'-9"
4'-0"
6" dia. hole
$\frac{5}{8}$" bars @ 3" oc both ways, top & bottom slab
$\frac{5}{8}$" bars @ 6" oc
Grating Kerlow YNS-2 on stair. Detail X.
4-$\frac{5}{8}$" x $1\frac{1}{4}$" strap supports
$1\frac{1}{4}$"
$4\frac{1}{2}$"
$3\frac{1}{2}$"
12"
14"
Solder
3'-0"

GRATING DETAIL X

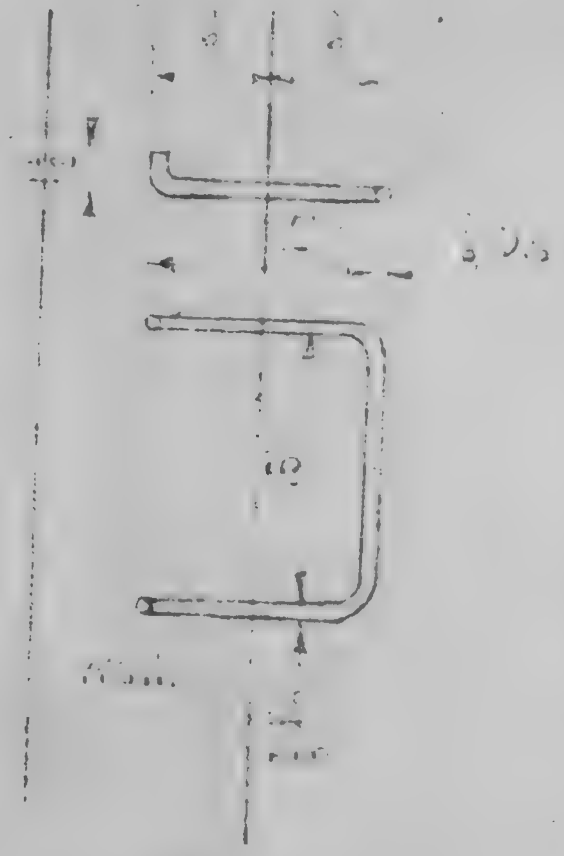
Scale 1"=1'-0"

CORPS OF ENGINEERS U.S. ARMY



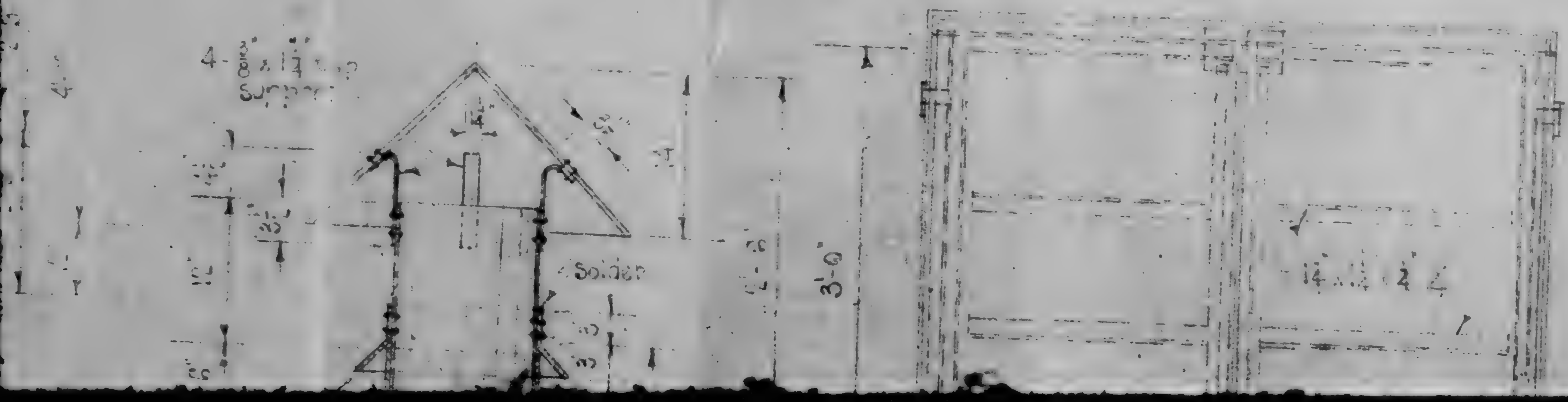
GRATING DETAIL X

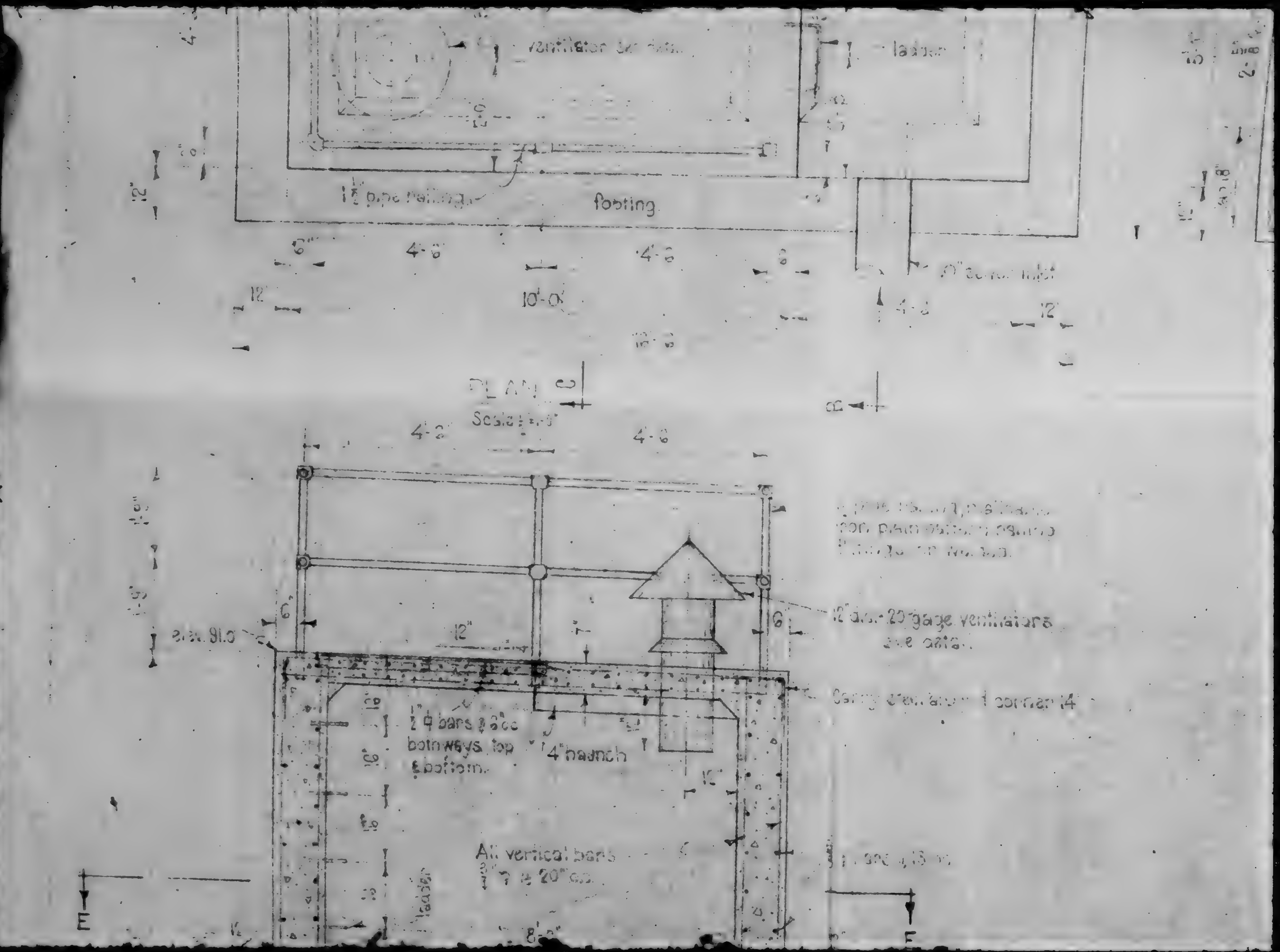
Scale 1"=1'-0"

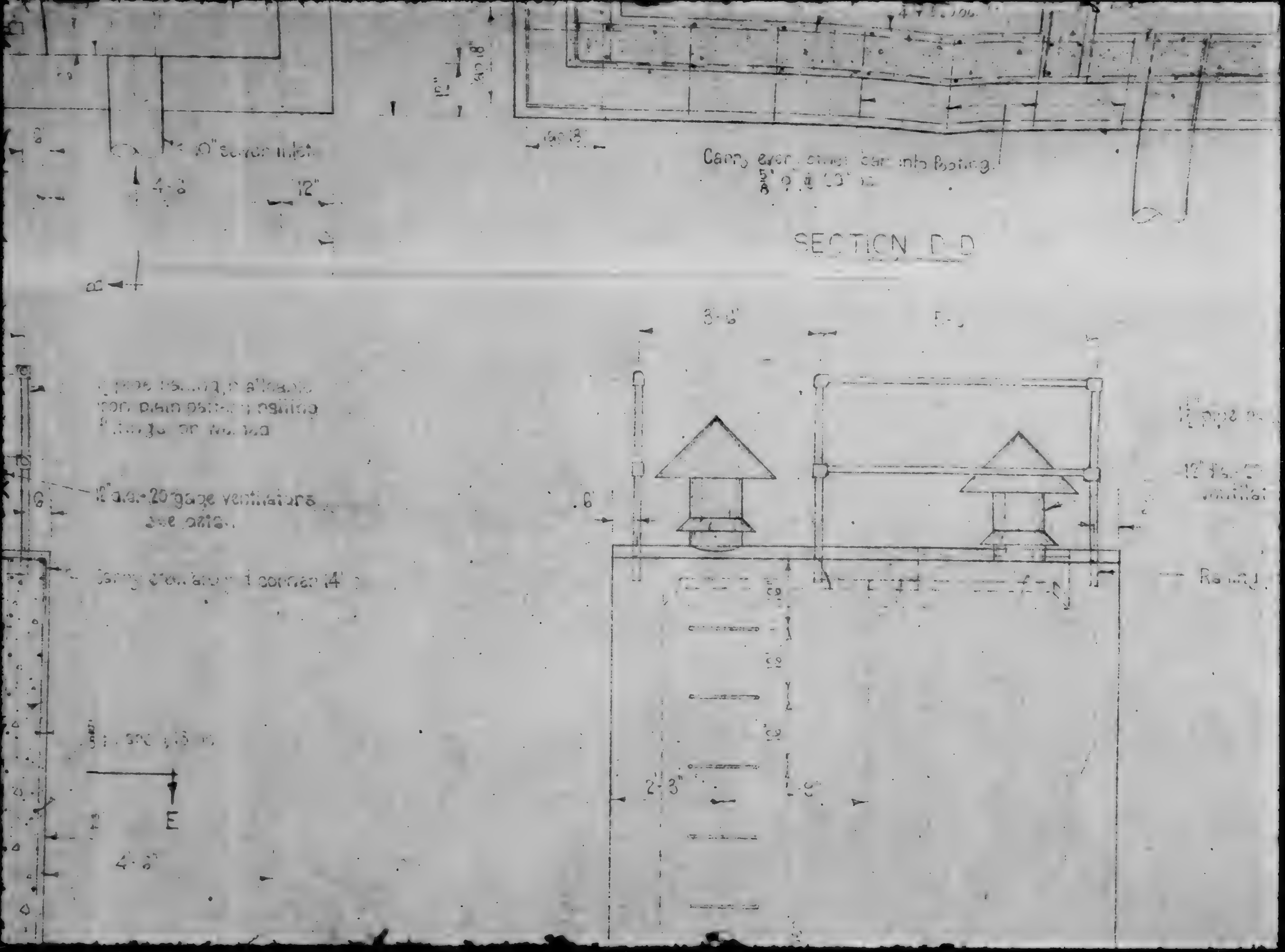


DETAIL LADDER STEP

Scale 1"=1'-0"

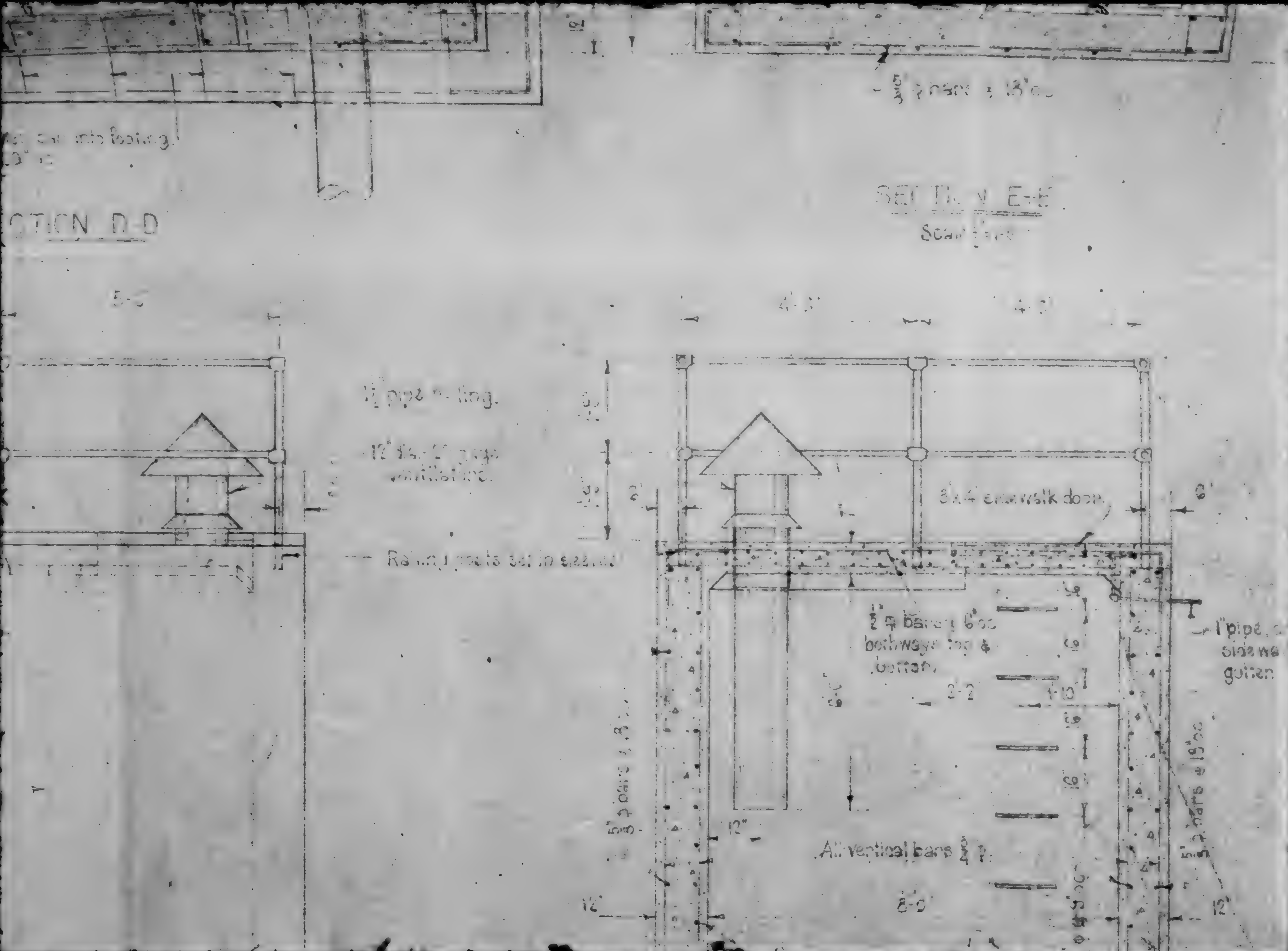



ventilator see detail
ladder
1½" pipe railing
footing
10" sewer inlet
10'-0"
4'-6"
4'-6"
6"
6"
12"
12"
PLAN
Scale
C
B
4'-2"
4'-6"
elev. 91.0
12"
6"
6"
12" dia.-20 gage ventilators see detail
Carry elevation around corner 14"
½" φ bars @ 6" cc bothways top & bottom.
4" haunch
10"
All vertical bars ¾" φ @ 20" cc.
ladder
8'-0"
E
E



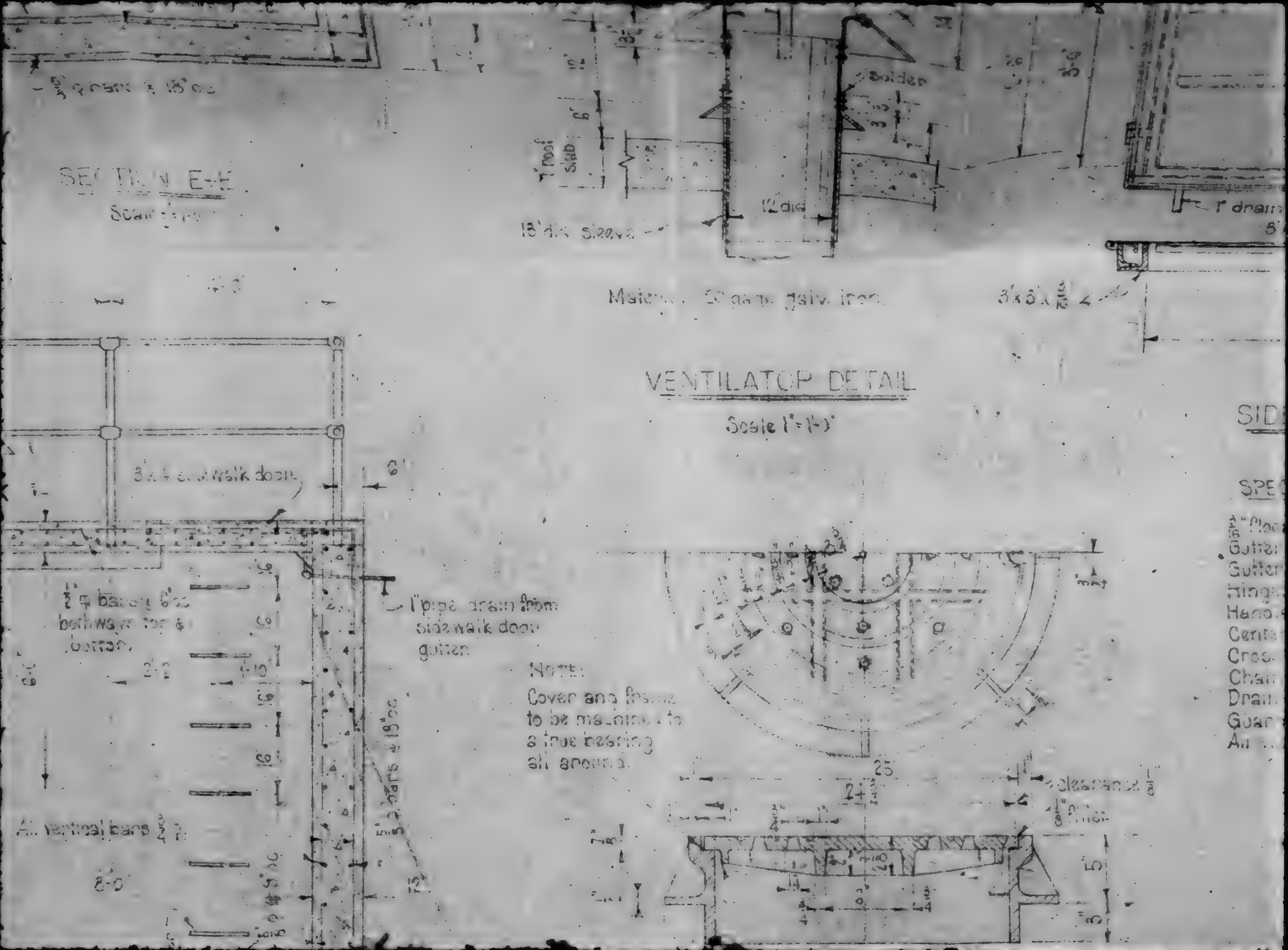
SECTION D-D

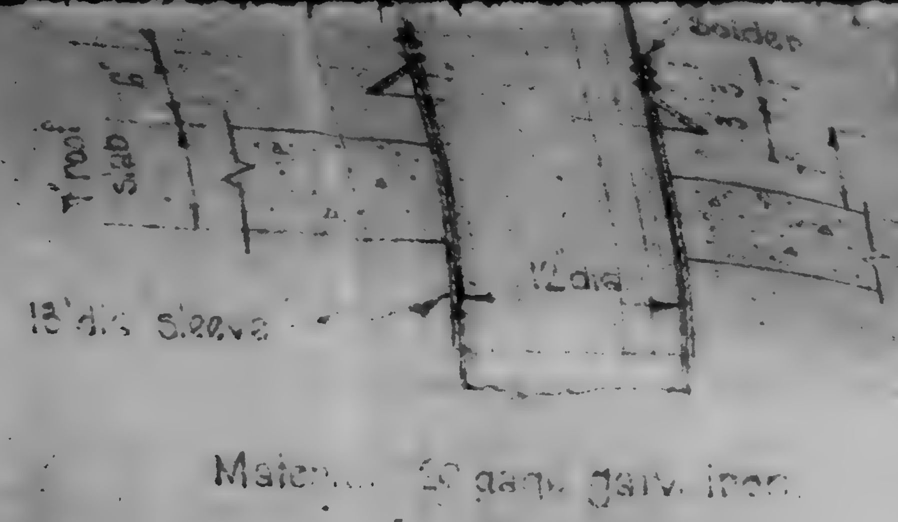
10" sewer inlet
4'-8"
12"
Carry every other bar into footing.
$\frac{5}{8}$" ⌀ @ 13" o.c.
3'-6"
5'-0"
6"
12" dia.-20 gage ventilators
see detail
Carry steel around corner (4")
2'-3"
E
4'-8"
B
Railing
12"

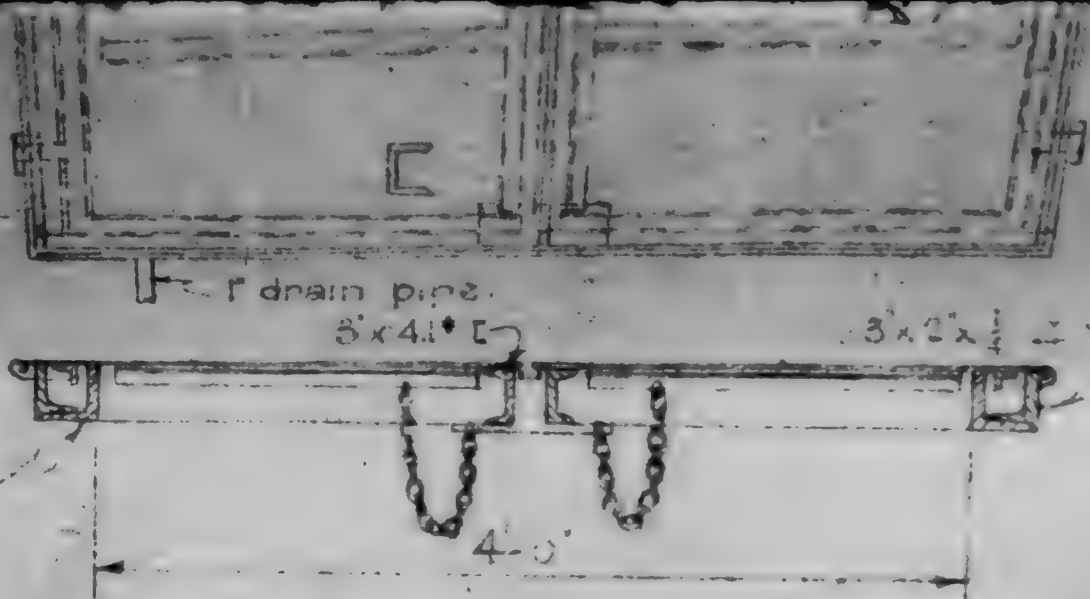


CTION D-D

SECTION E-E
Scale [illegible]


SECTION E-E
Scale
5/8" ⌀ bars @ 18" o.c.
7" roof slab
6"
12" dia.
18" dia. sleeve
Solder
3'-6"
1" drain
Material 20 gauge galv. iron
3" x 5" x 3/16" ∠
VENTILATOR DETAIL
Scale 1" = 1'-0"
SIDE
SPEC
3'x4' sidewalk door
6"
1/2" ⌀ bars @ 6" o.c. both ways for ⌀ bottom
2'-2"
1'-10"
1" pipe drain from sidewalk door gutter
Note:
Cover and frame to be machined to a true bearing all around.
5/8" ⌀ bars @ 18" o.c.
All vertical bars 3/4" ⌀
8'-0"
12"
25
24 3/4
clearance 1/8"
1/8" fillet
5
3
Gutter
Gutter
Hinge
Handle
Centre
Cross
Chain
Drain
Guard
All





VENTILATOR DETAIL

Scale 1"=1'-0"

SIDEWALK DOOR

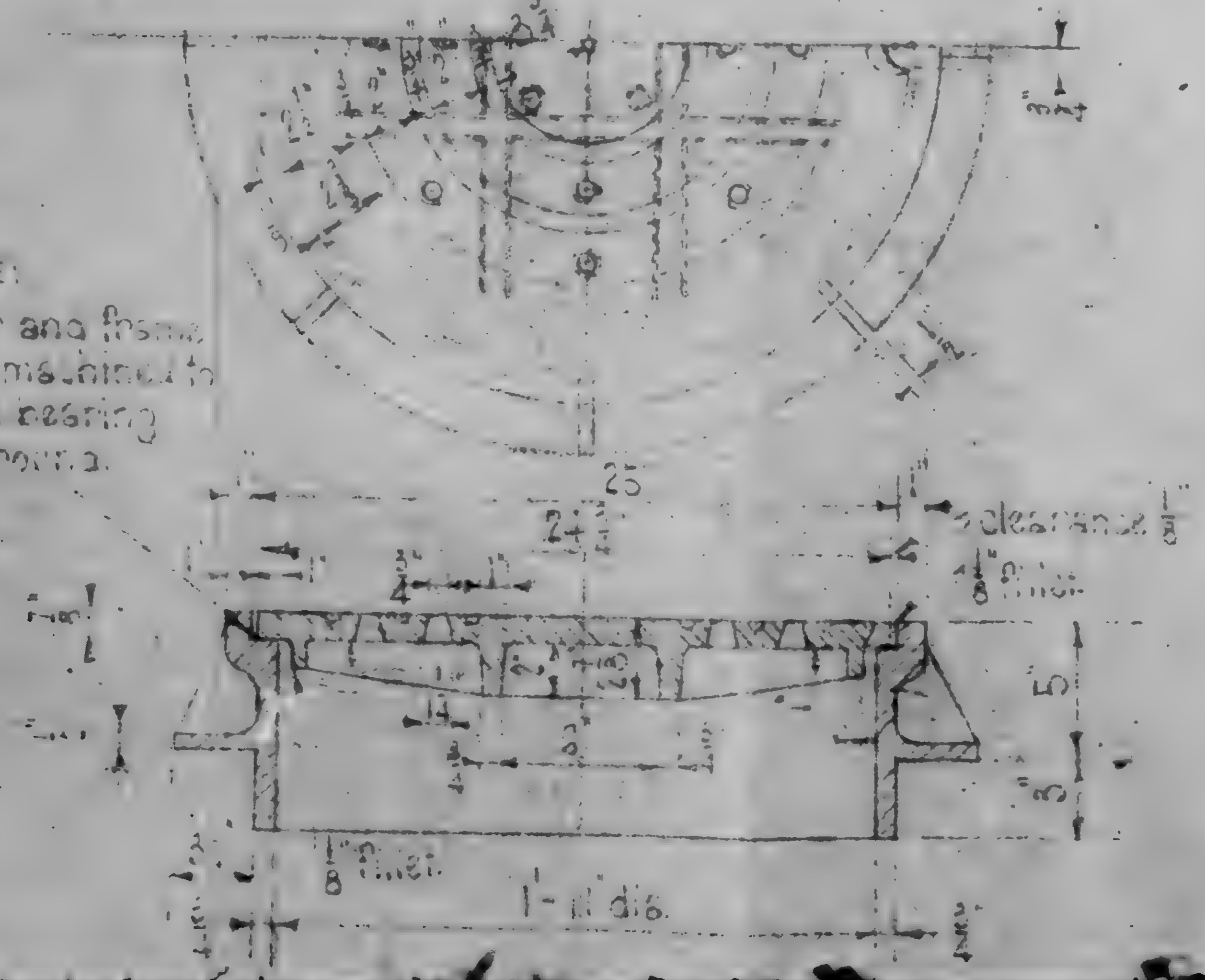
Scale 1"=1'-0"

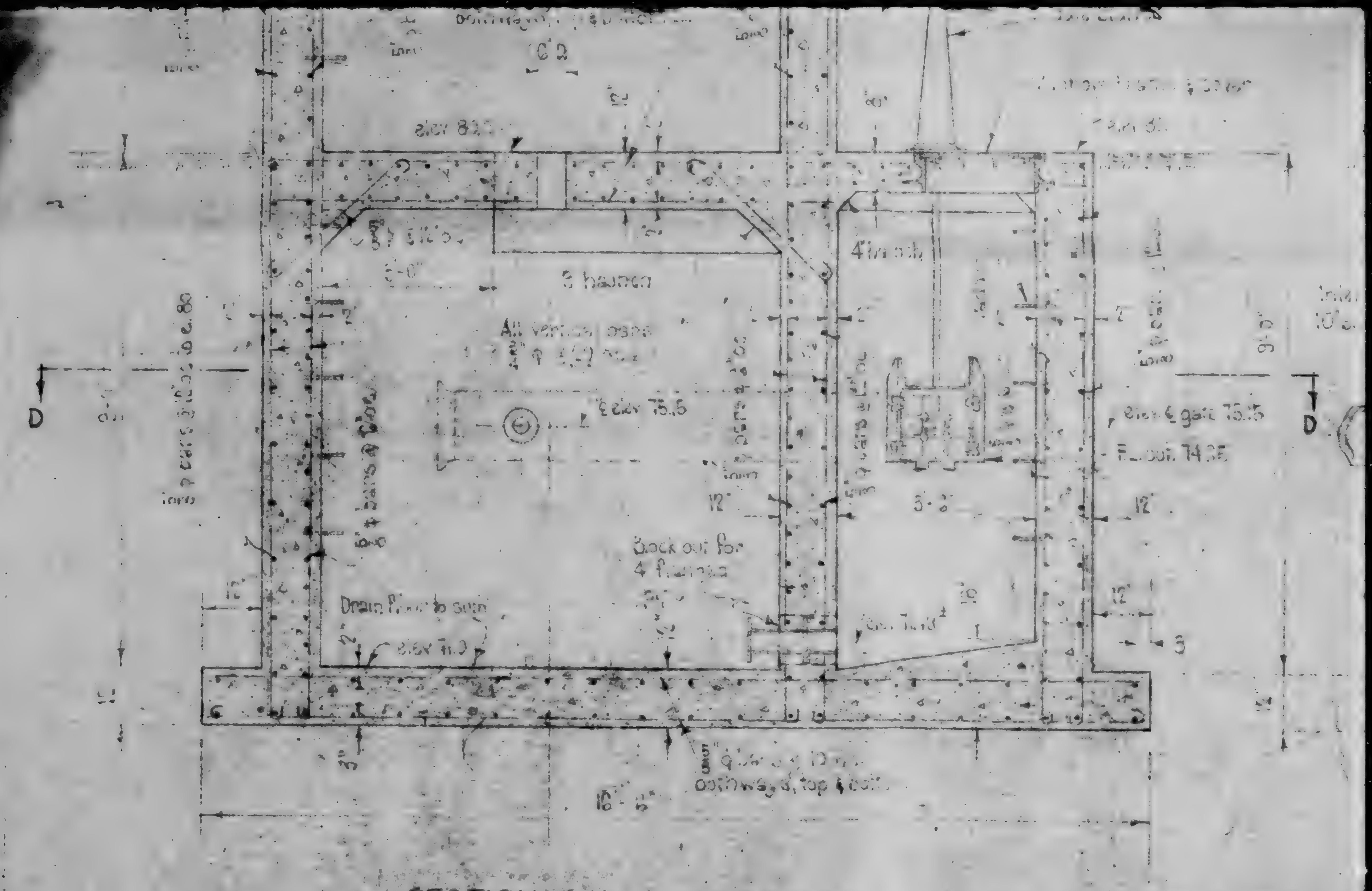
SPECS. FOR SIDEWALK DOOR.

$\frac{3}{16}$" floor plate top for 300# □' floor load
Gutter $2\frac{1}{2}$" x $2\frac{1}{2}$" clear.
Gutter made of 3" x 3" x $\frac{3}{16}$" ∠ and 3" x 6" x $\frac{3}{16}$" ∠
Hinges flush type bronze.
Handle flush type c.i.
Center supports for double leaf 3" [4.1#.
Cross supports $1\frac{1}{4}$" x $1\frac{1}{4}$" x $\frac{1}{4}$" ∠
Chain $\frac{1}{4}$" coil
Drain 1" pipe.
Guard bars $\frac{3}{4}$" ⌀
All welded construction.

pe drain from
dewalk door
itch

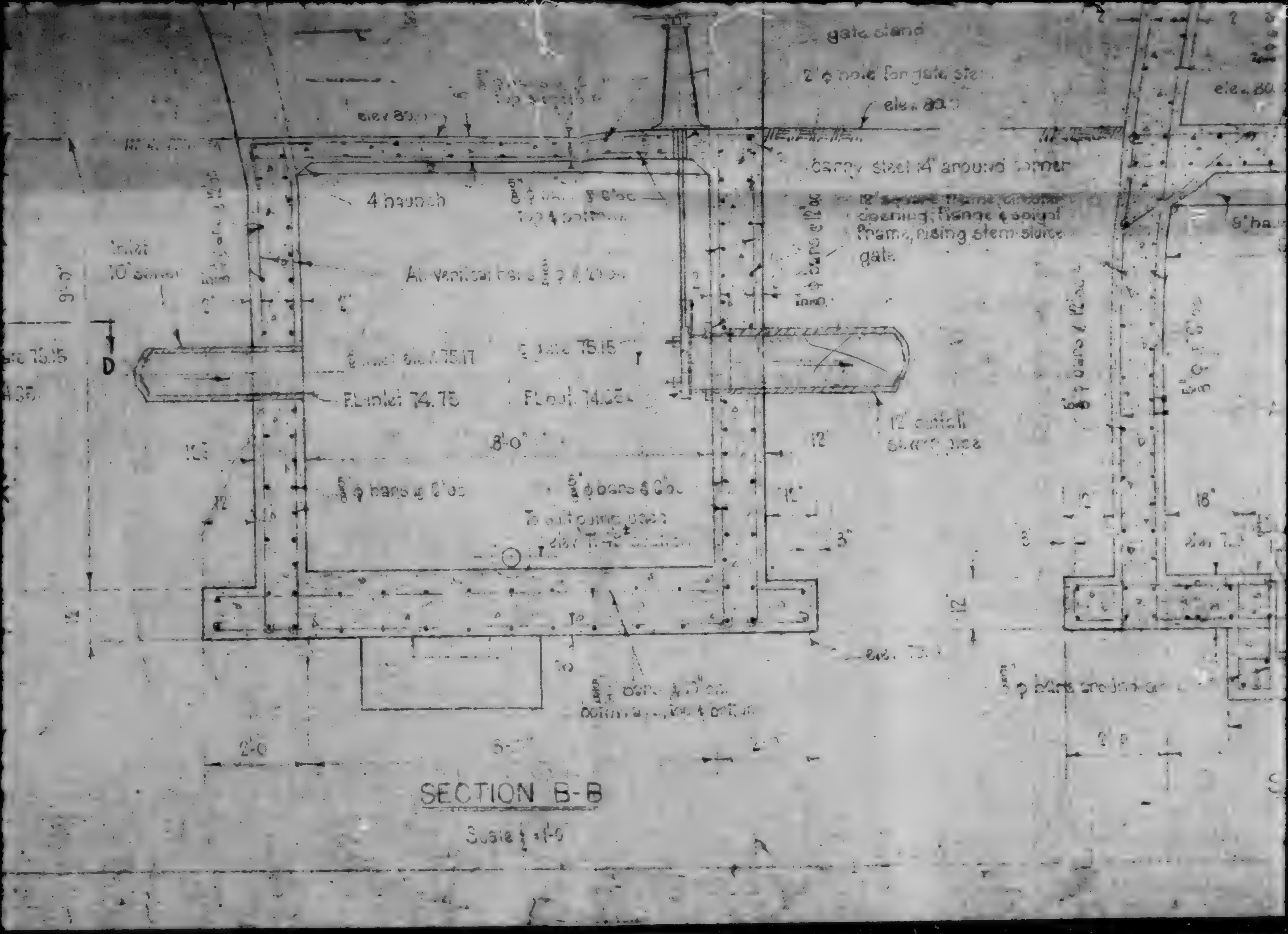
NOTE:
Cover and frame
to be machined to
a true bearing
all around.





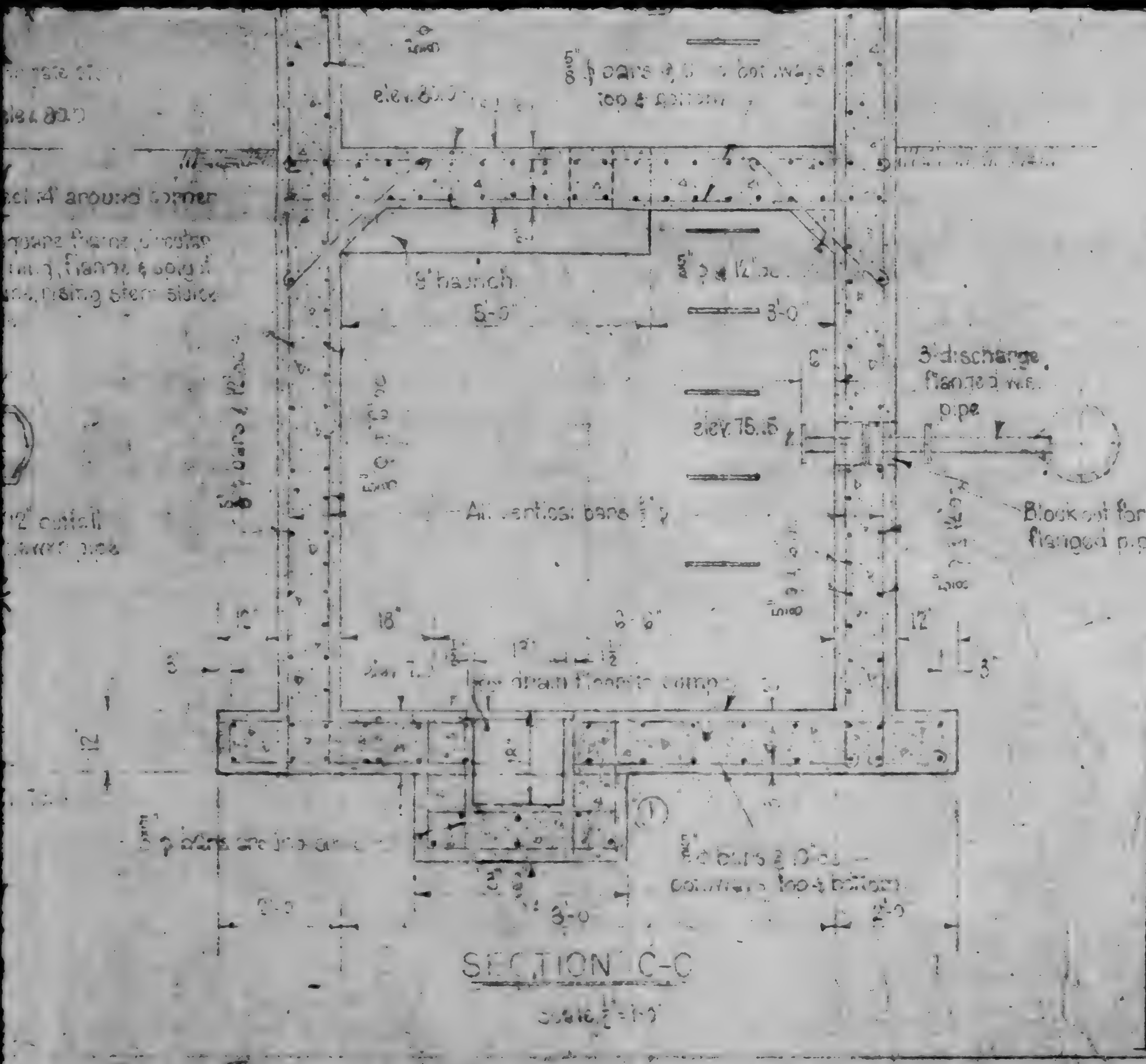
SECTION A-A

Scale ½" = 1'-0"



SECTION B-B

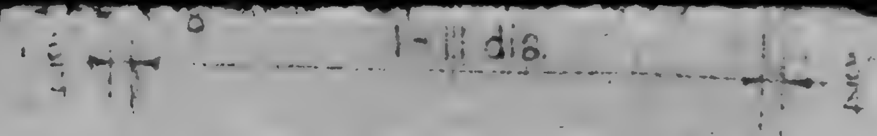
Scale ½"=1'-0"



SECTION C-C

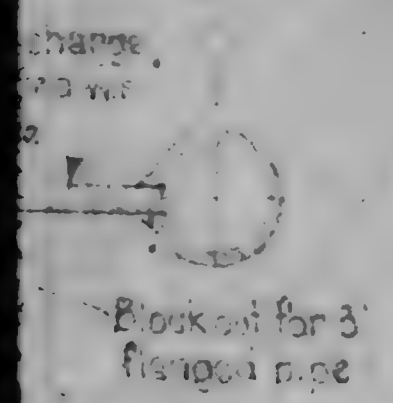
Scale 1/2" = 1'-0"

NO.	REVISION	DATE
②	Location disch pipe	[illegible]
①	Sump	1/8, [illegible]



MANHOLE FRAME & COVER

Scale 1½" = 1'-0"



Block out for 3" flanged pipe

GENERAL NOTES

Concrete to be class A.
Reinforcing steel shall be intermediate grade, deformed bars.
All steel shall be securely tied.
In splicing reinforcing steel, laps shall be 40 dia.
All hooks shall be 8 dia.
6"-20 gage copper water stop shall be provided at all construction joints in pump chamber walls.
Unless otherwise noted all steel to be not less than 2" from face of concrete.

SHEET 8 OF 8

NO	REVISION	DATE	BY	AP'V'D
②	Location disch pipe	[illegible]	BEW	[illegible]
①	Sump	1,8,38	BEW	[illegible]

BONNEVILLE PROJECT

OVERHEAD CROSSING,
ROAD AND DRAINAGE SYSTEM
NEAR HOOD RIVER, OREGON

PUMP-HOUSE DETAILS

Scales Noted

U. S. ENGINEER OFFICE, BONNEVILLE DISTRICT, (OREGON)

SUBMITTED: M M Roberts
ASSOCIATE ENGINEER

APPROVED: [illegible]
MAJOR, CORPS OF ENGINEERS

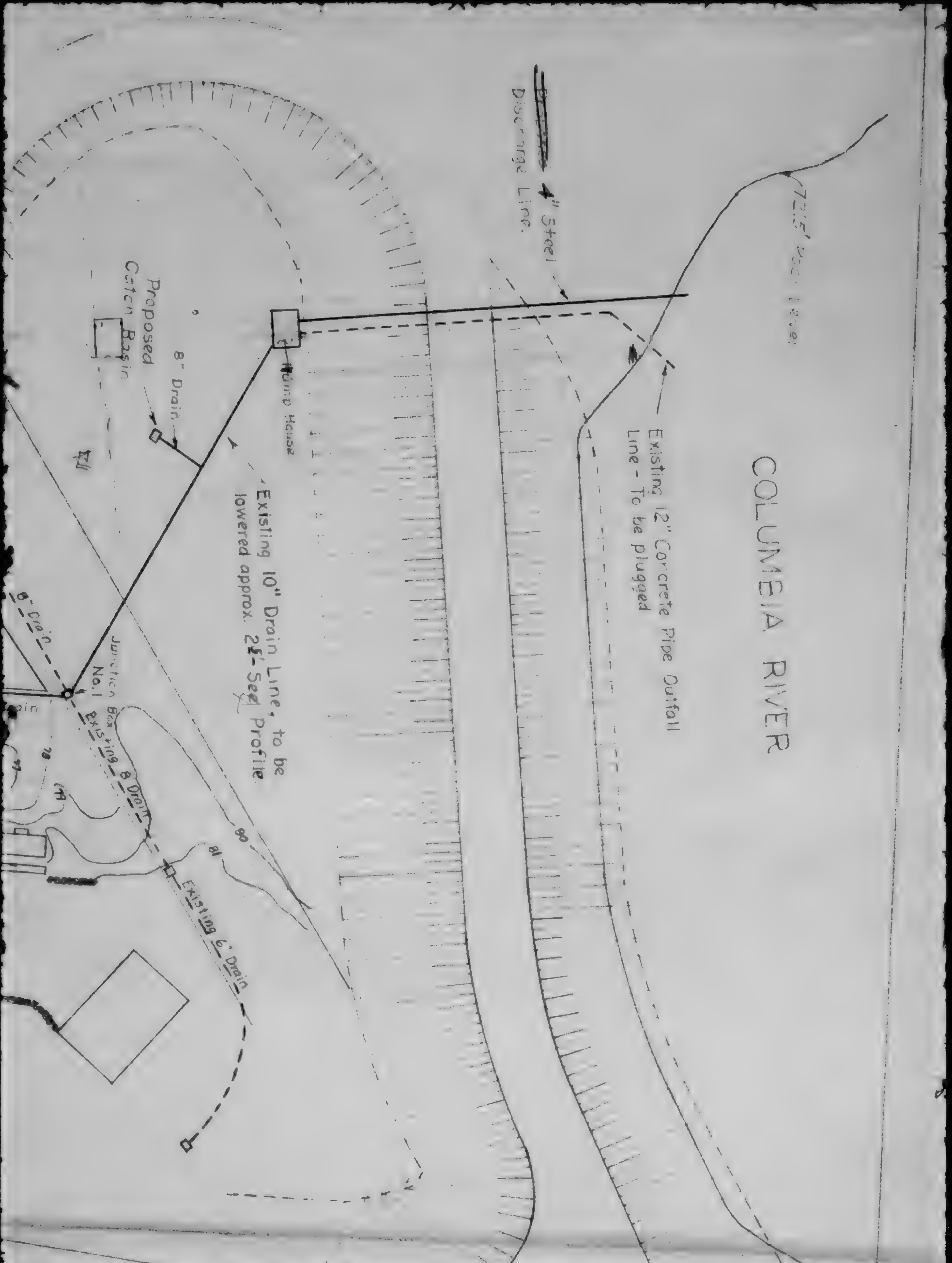
RECOMMENDED: [illegible]
PRINCIPAL ENGINEER

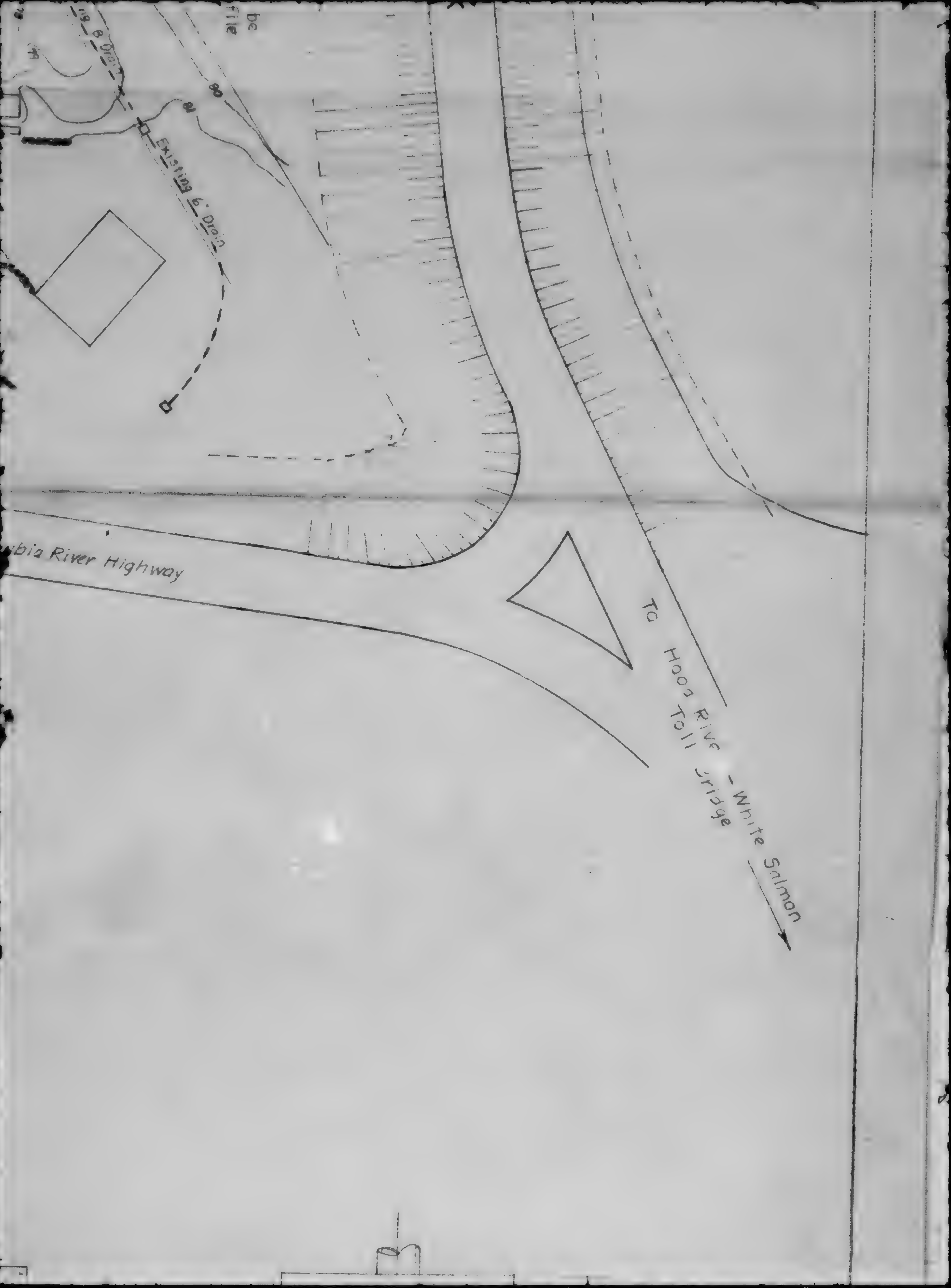
DESIGNED BY BEW DATE 11/30/37
DR BY BEW TR BY ...... CH'K'D BY ......

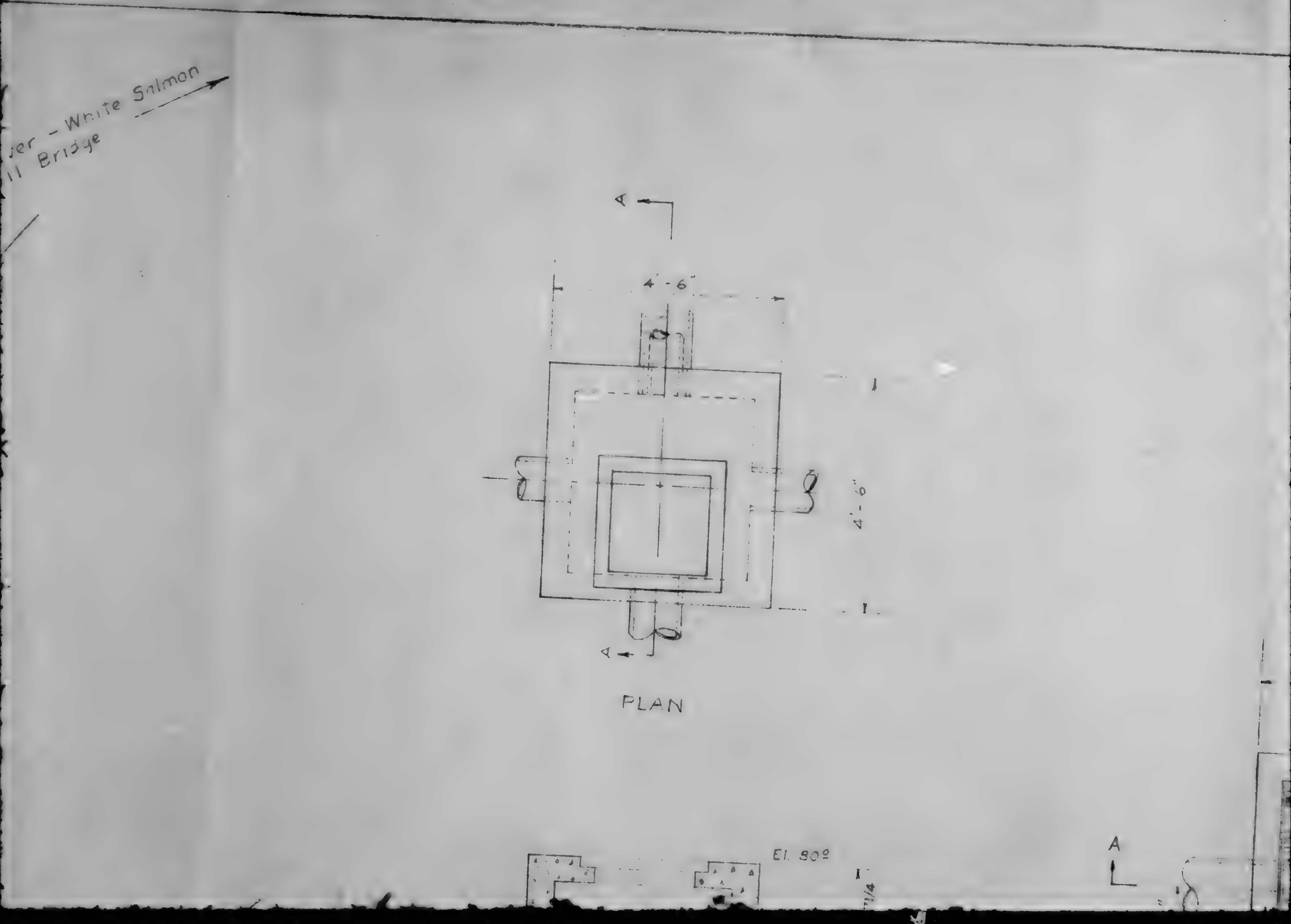
#-7409

R-2

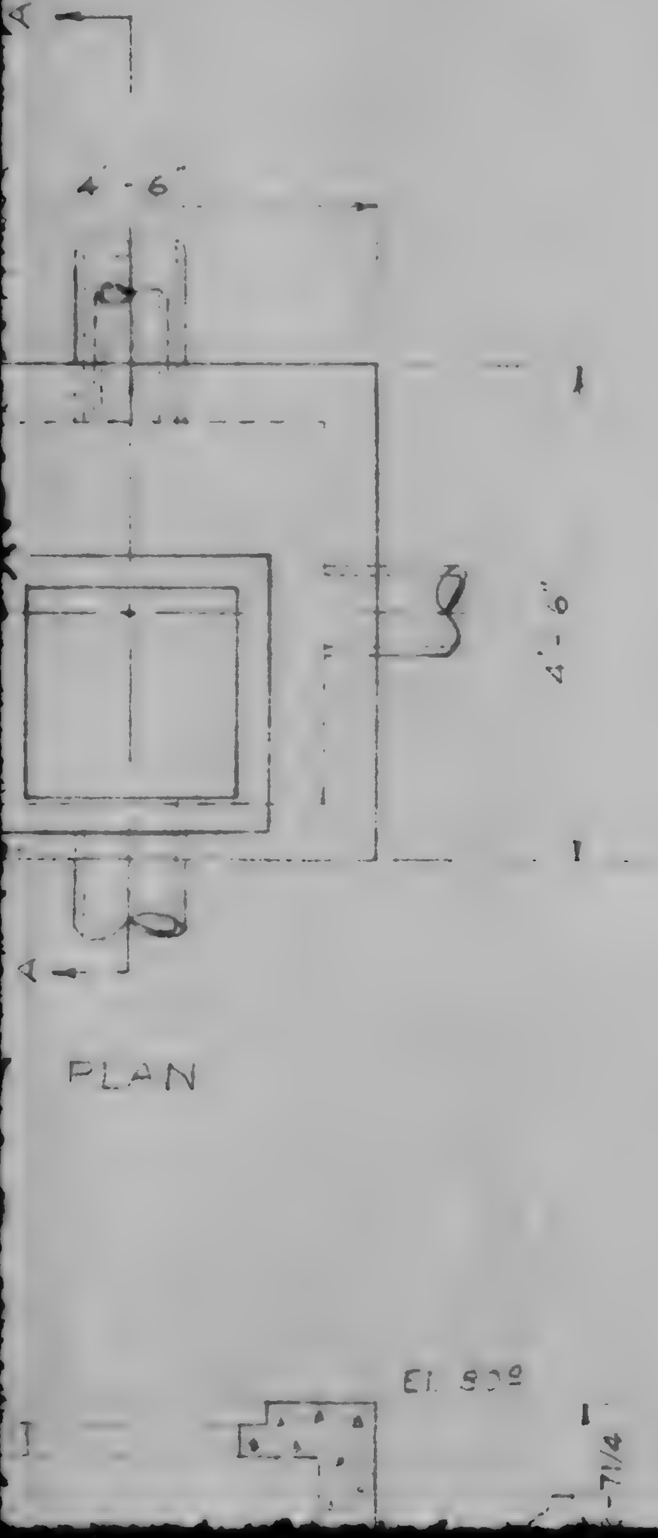
N
4" Steel Discharge Line
72.5' ...
Proposed Catch Basin
8" Drain
Pump House
Exi... Line


COLUMBIA RIVER
72.5' Pool Level
4" Steel Discharge Line.
Existing 12" Concrete Pipe Outfall Line - To be plugged
Pump House
Proposed Catch Basin
8" Drain
Existing 10" Drain Line, to be lowered approx. 2½'-See Profile
Junction Box No. 1
Existing 8" Drain
8" Drain
Existing 6" Drain
80
81
81

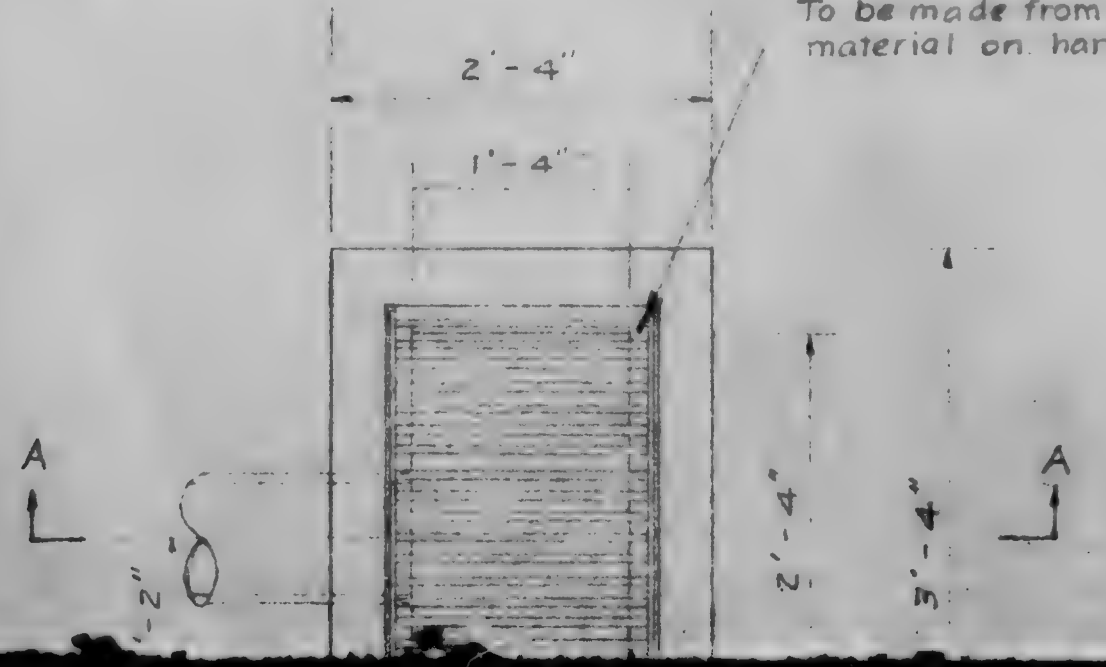
ing 8' Drain
be
file
Existing 6' Drain
bia River Highway
To Hood River - White Salmon
Toll Bridge



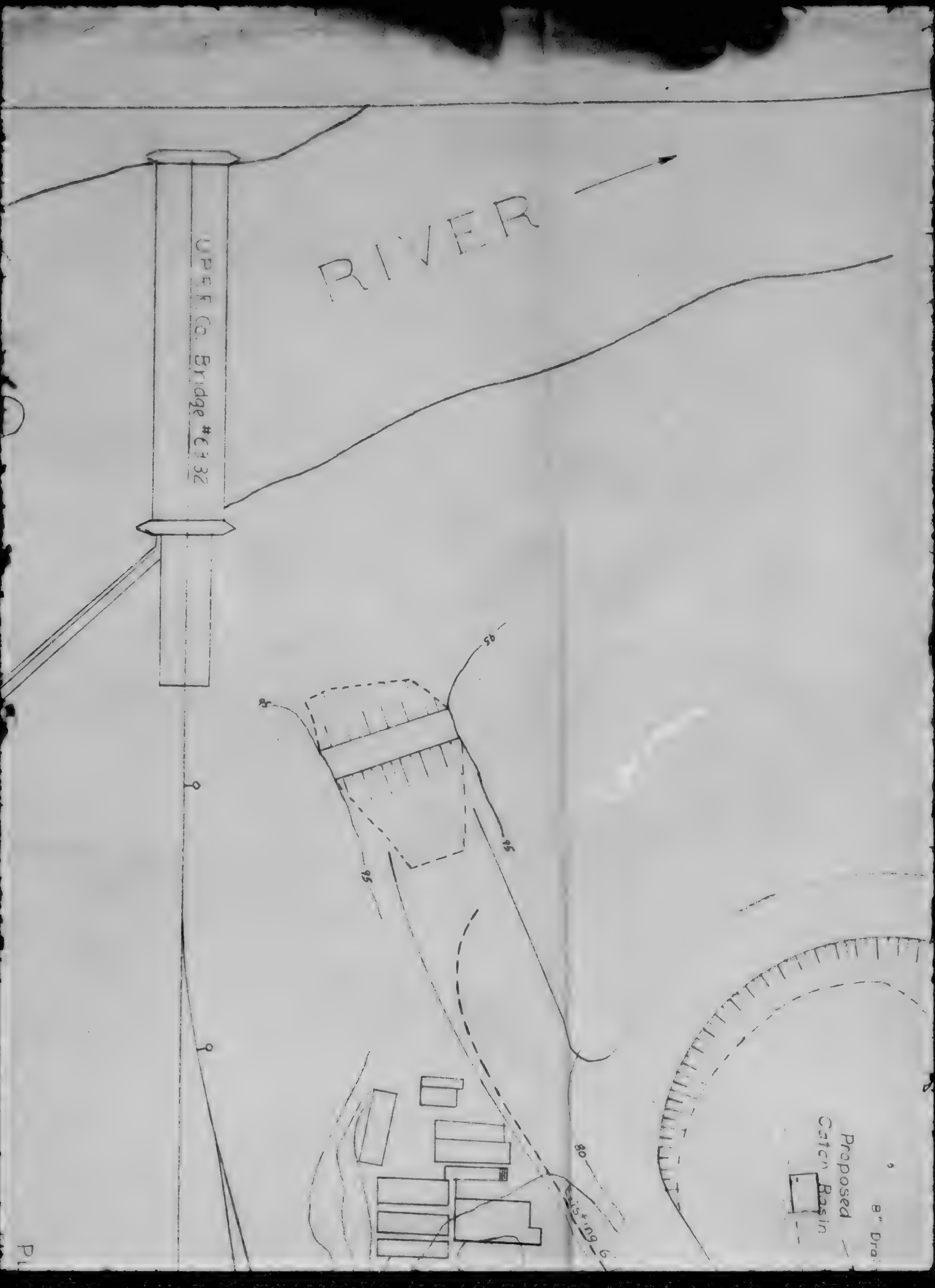
…er - White Salmon
…ll Bridge
A
4'-6"
4'-6"
A
PLAN
El. 80º
…1/4
A

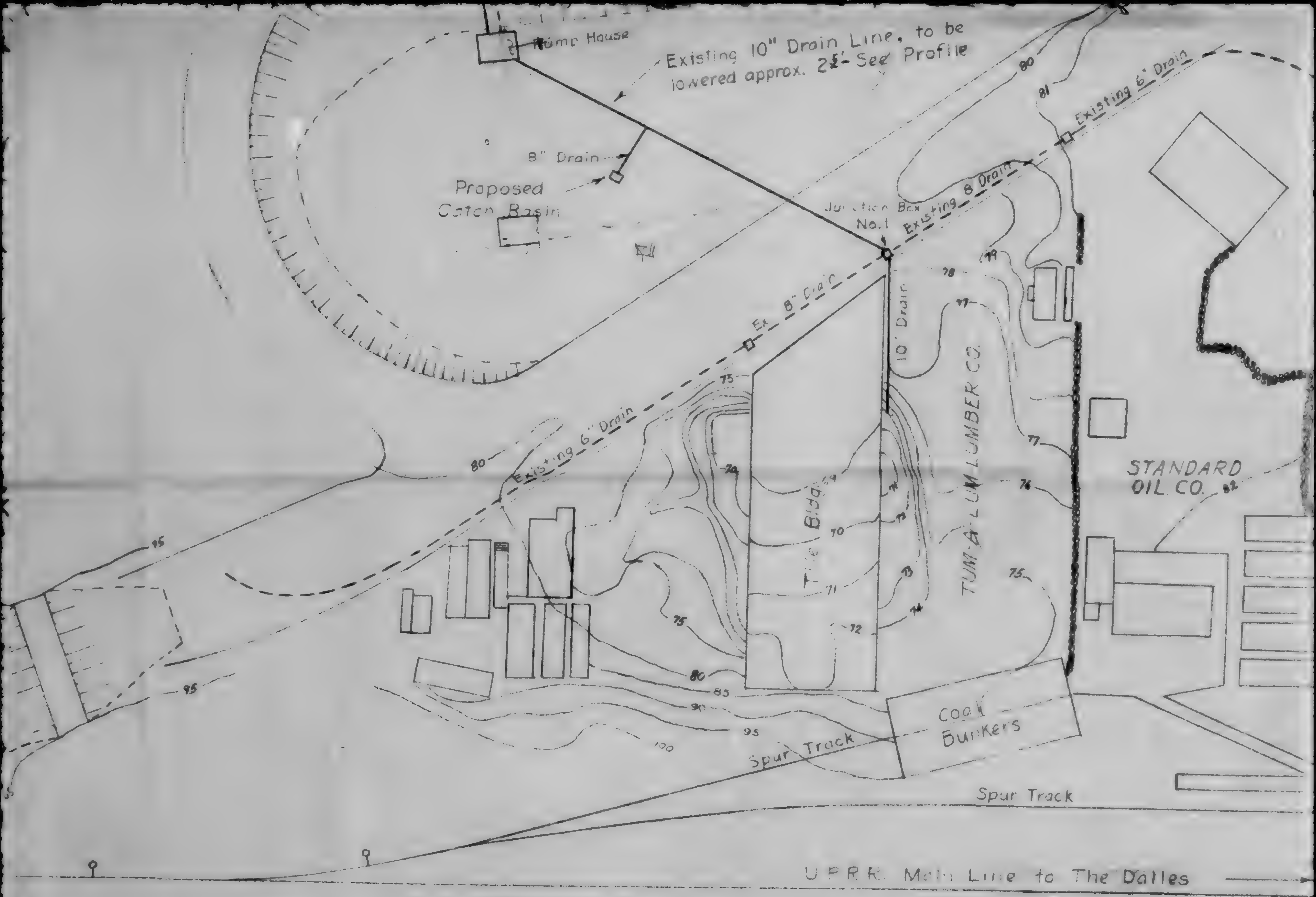


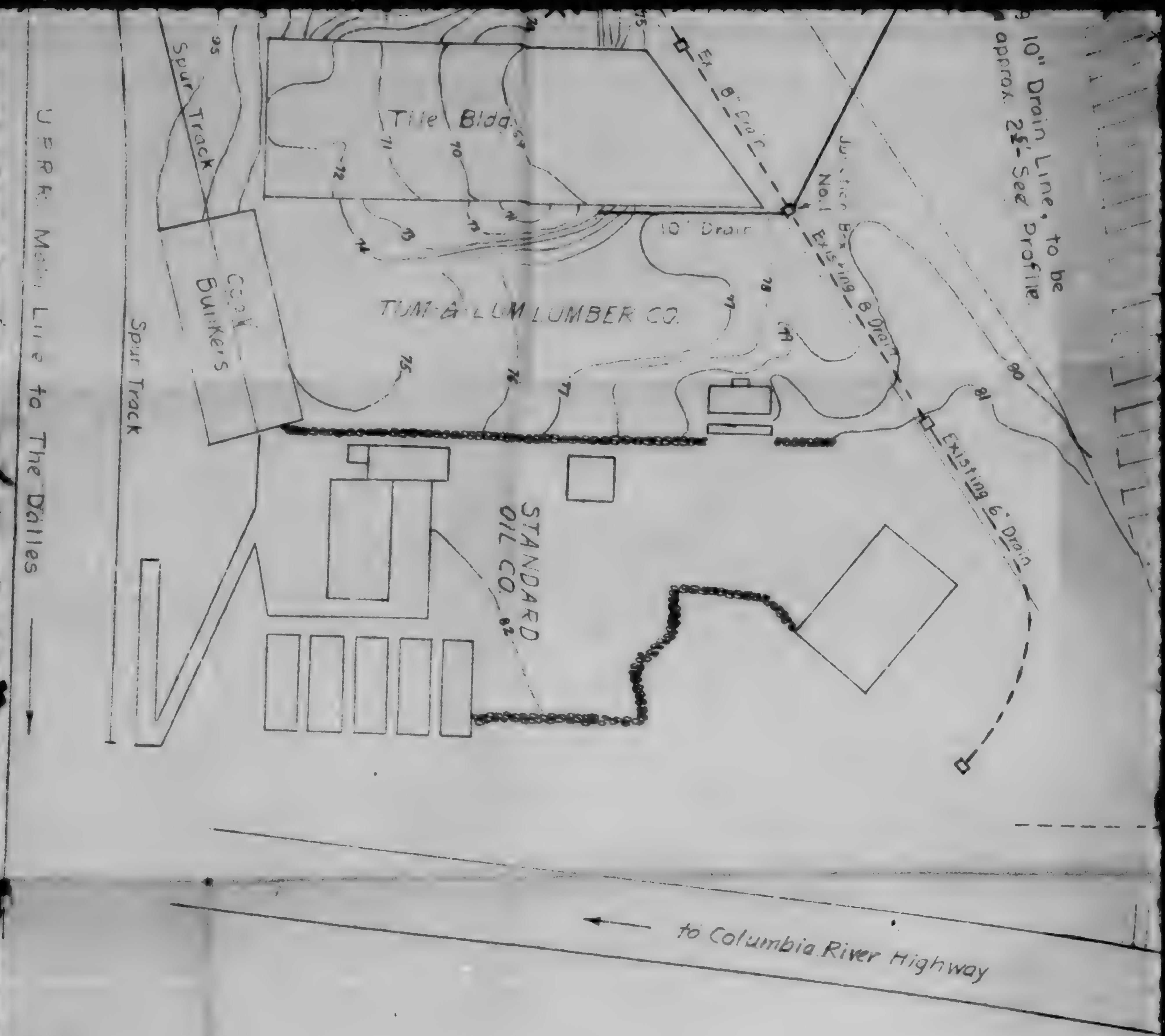
PLAN

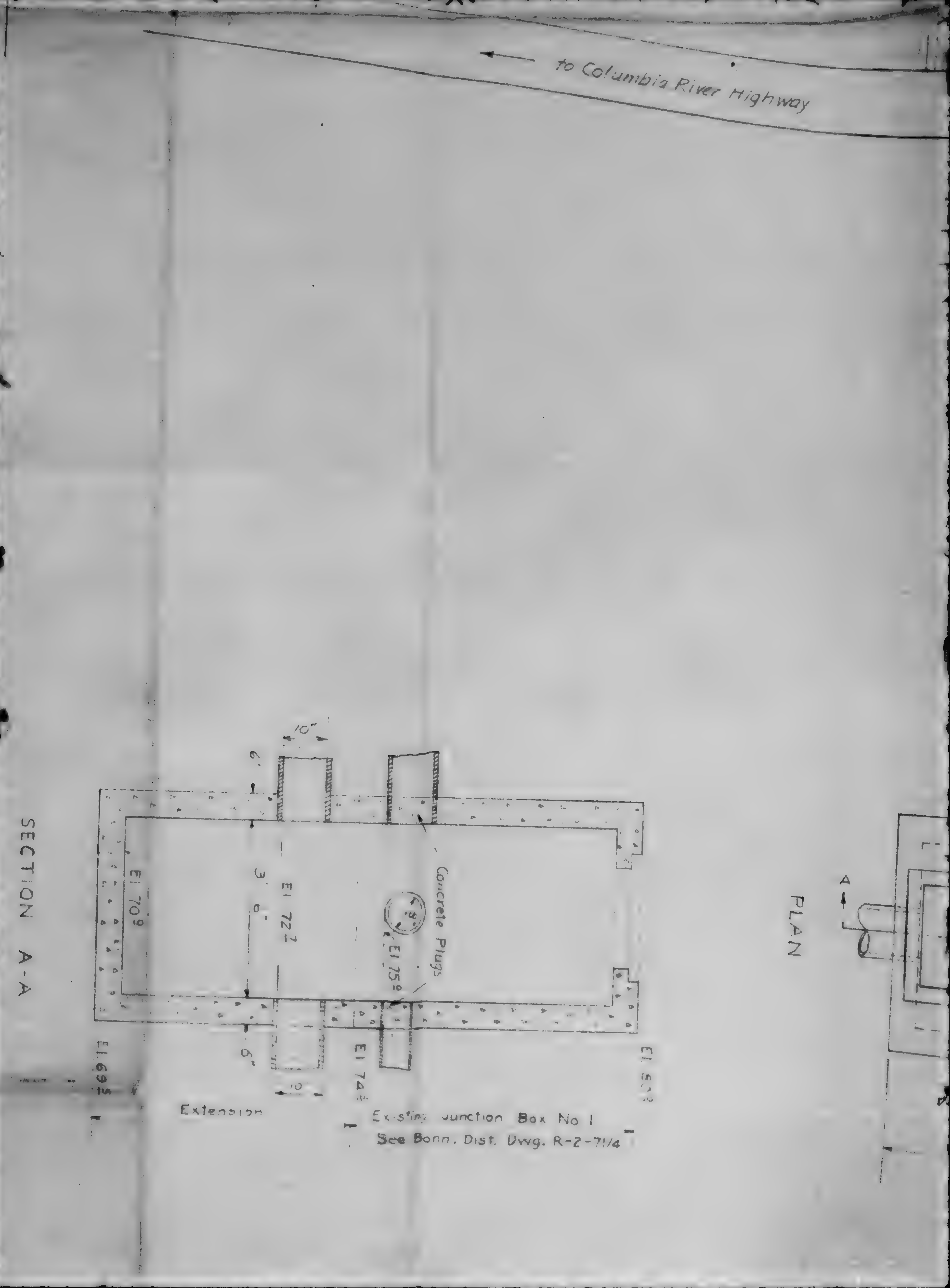


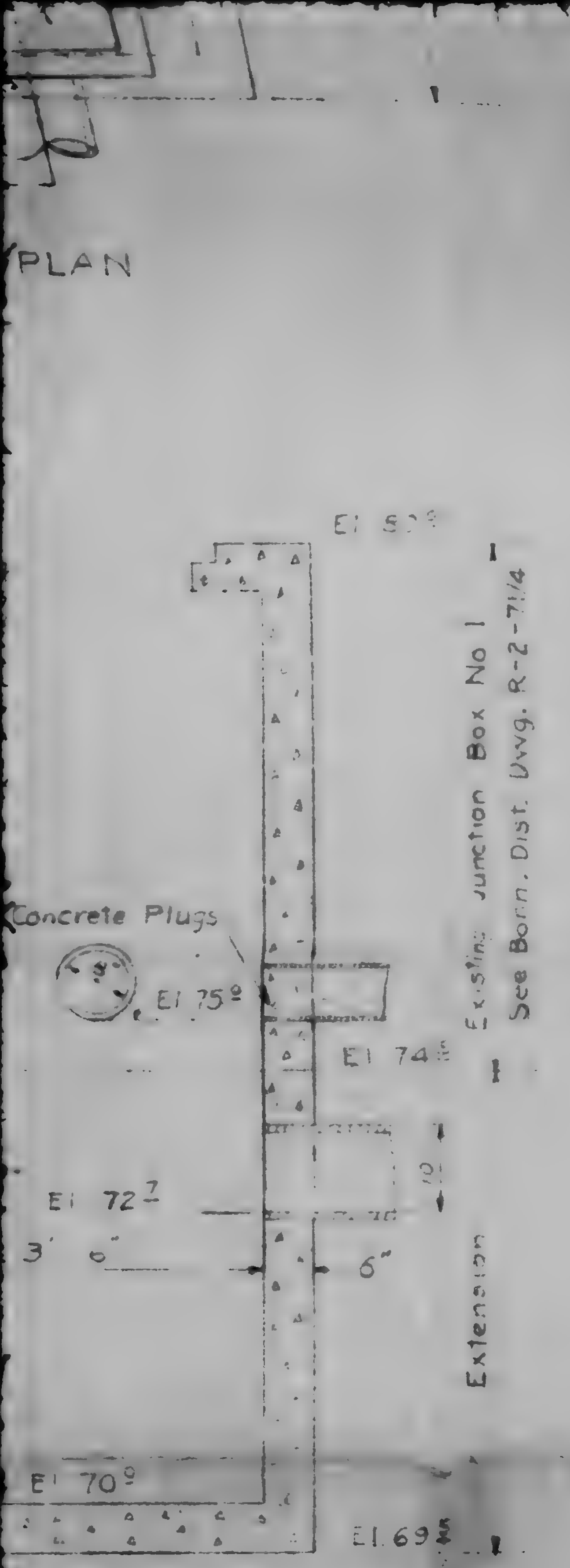
Grating 20"×32" - ½"×2" Bars
To be made from scrap
material on hand.


RIVER
UPPER Co. Bridge #CH 32
95
95
95
95
80
Existing 6
Proposed
Catch Basin
8" Dra
Pl


Pump House
Existing 10" Drain Line, to be lowered approx. 2½'- See Profile
8" Drain
Proposed Catch Basin
Junction Box No. 1
Existing 8" Drain
Existing 6" Drain
Ex. 8" Drain
10" Drain
Existing 6" Drain
Tile Bldg.
TUM-A-LUM LUMBER CO.
STANDARD OIL CO.
Coal Bunkers
Spur Track
Spur Track
U.P.R.R. Main Line to The Dalles
95
95
95
80
80
81
82
80
85
90
95
100
75
75
75
74
73
73
74
72
71
70
69
75
76
77
77
78
79

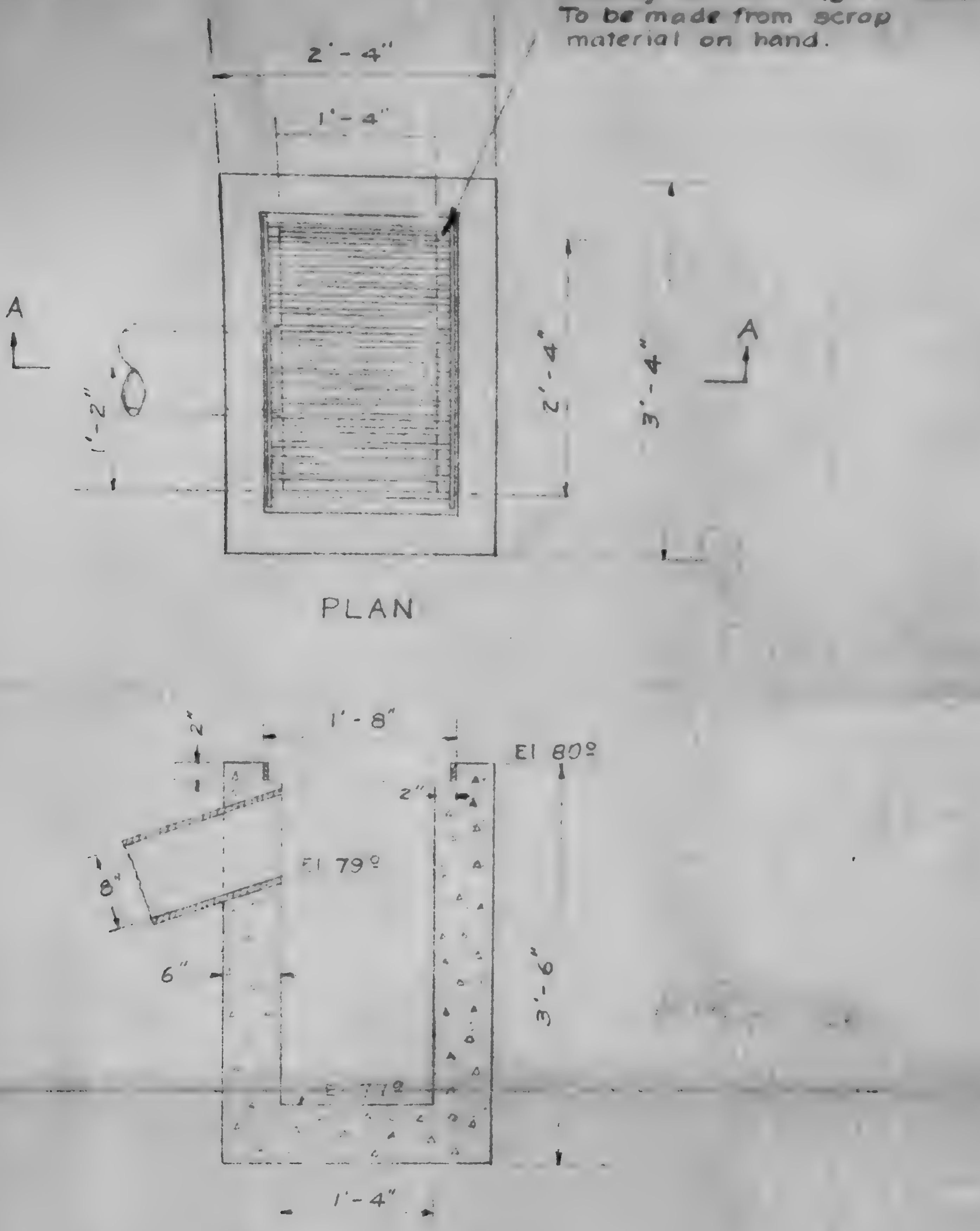

10" Drain Line, to be approx. 2½' - See Profile
Ex. 8" Drain
Junction Box No. 1
Existing 8" Drain
Existing 6" Drain
10" Drain
Tile Bldg.
Spur Track
Coal Bunkers
Spur Track
TUM-A-LUM LUMBER CO.
STANDARD OIL CO.
U.P.R.R. Main Line to The Dalles
to Columbia River Highway
95
75
74
73
72
71
70
69
76
77
78
79
80
81
82


to Columbia River Highway
10"
6"
3' 0"
El 70.9
El 72.7
Concrete Plugs
El 75.9
6"
El 69.5
10"
El 74.5
El 69.9
Extension
Existing Junction Box No 1
See Bonn. Dist. Dwg. R-2-71/4
SECTION A-A
PLAN
A



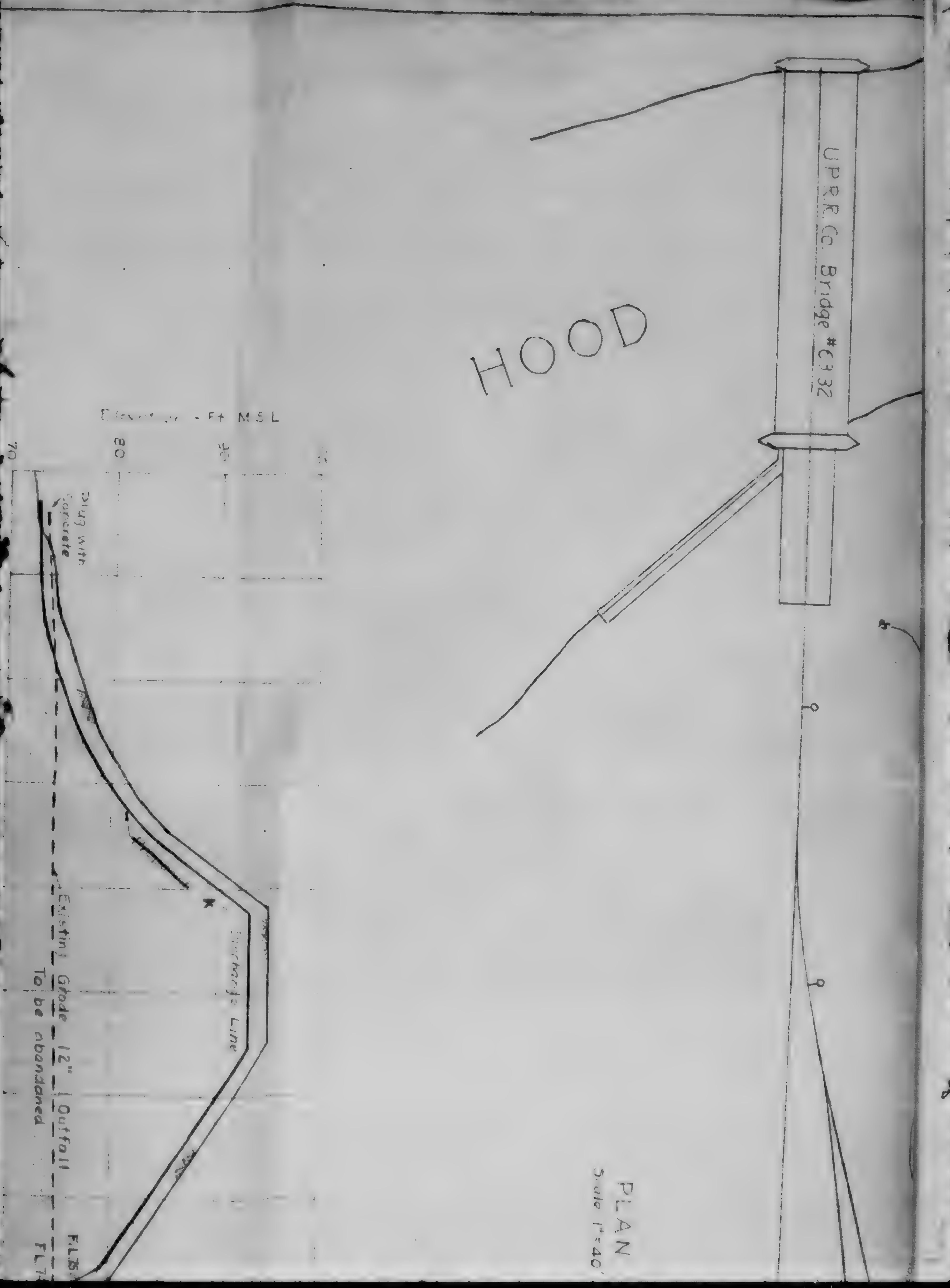
TION A-A

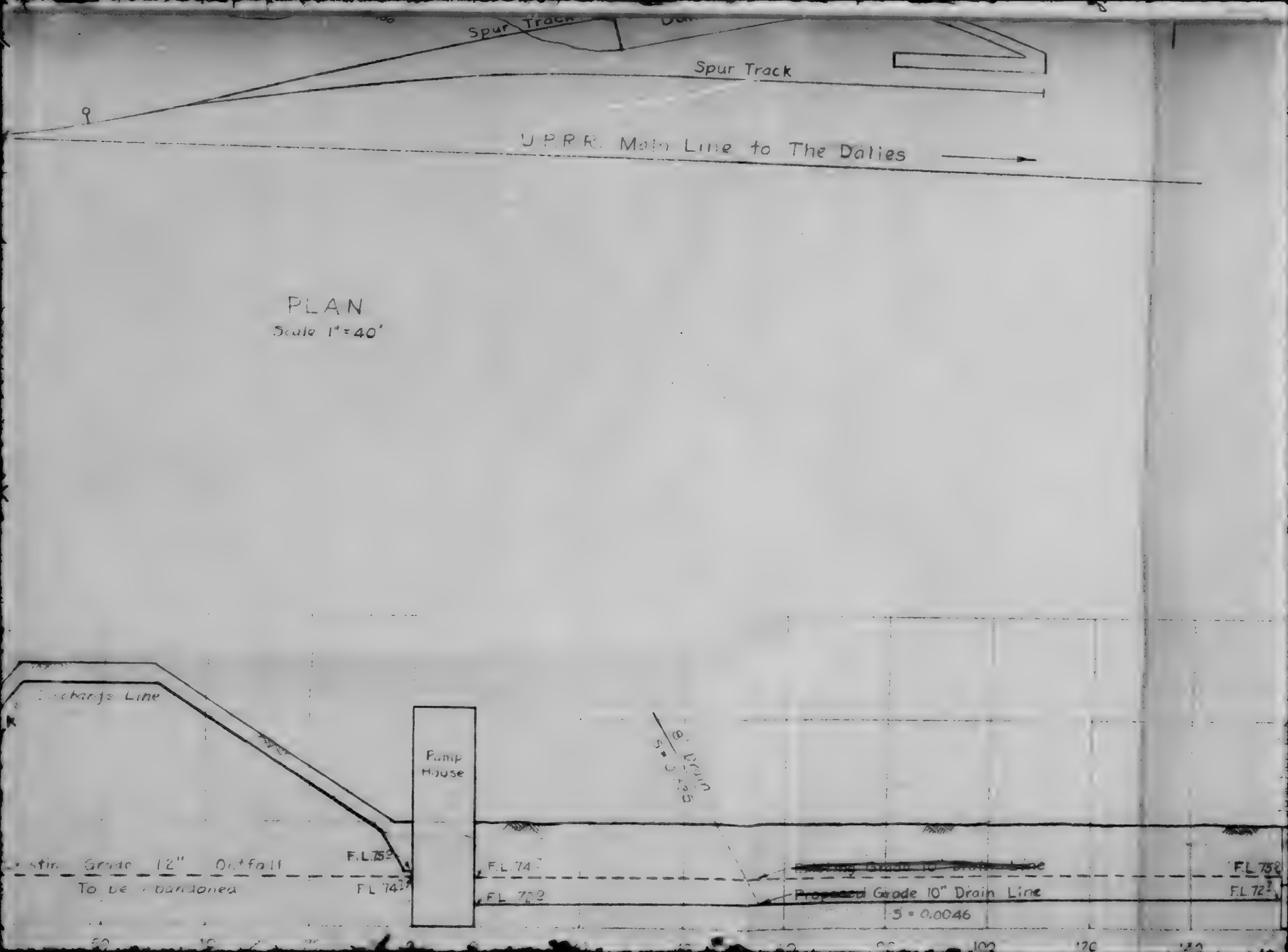
ON BOX NO



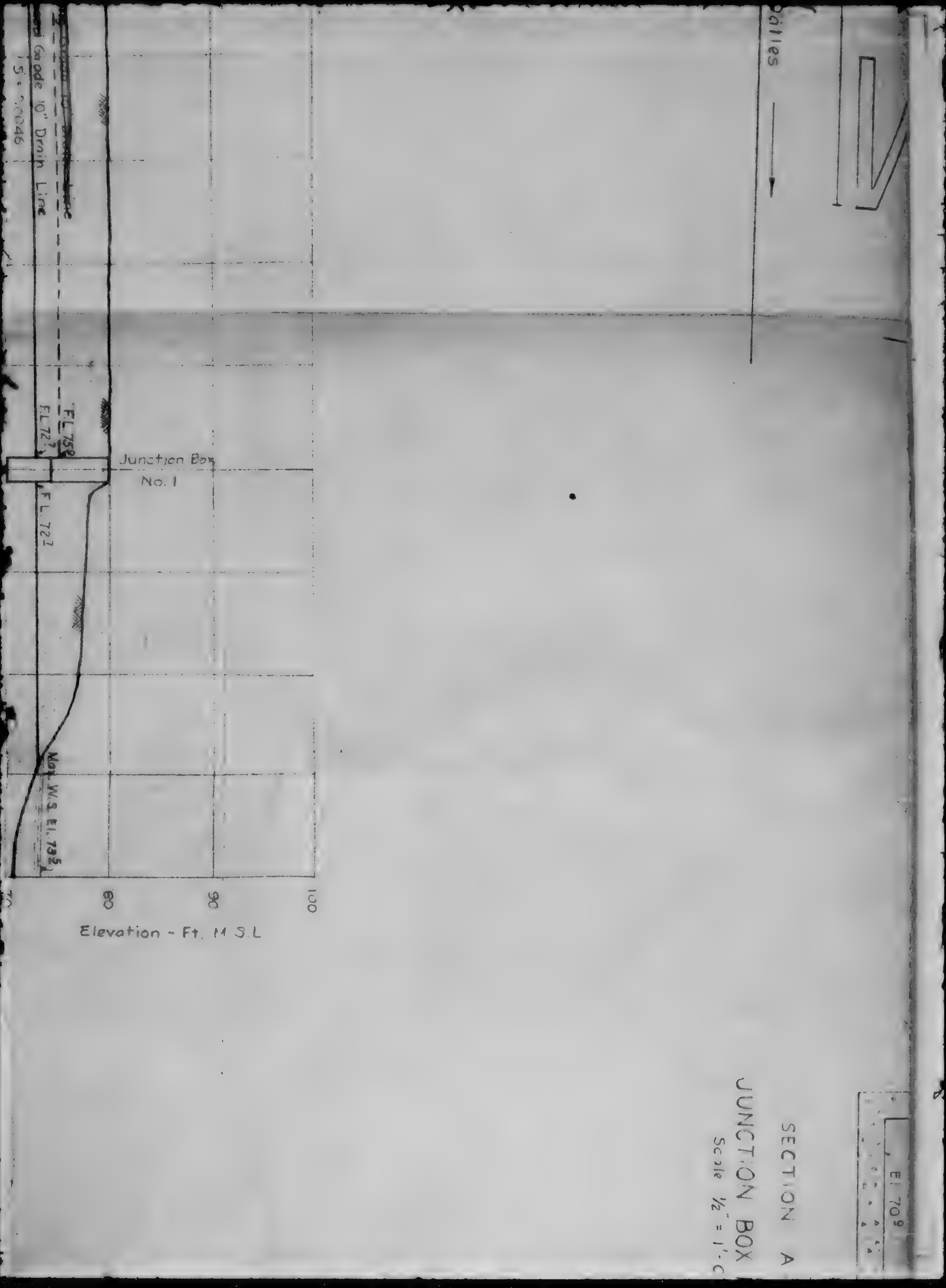
SECTION A-A

CAT BASIN


U.P.R.R. Co. Bridge #C732
HOOD
Elevation - Ft MSL
70
80
90
100
Plug with Concrete
Discharge Line
Existing Grade 12" Outfall
To be abandoned.
F.L.75
F.L.7
PLAN
Scale 1"=40'



PLAN
Scale 1"=40'


Grade 10" Drain Line
S = .0046
F.L. 75⁸
F.L. 72⁷
Junction Box
No. 1
F.L. 72⁷
Max. W.S. El. 73⁵
80
90
100
Elevation - Ft. M S.L
Dalles
El 70⁹
SECTION A
JUNCTION BOX
Scale ½" = 1'-0

SECTION A-A

JUNCTION BOX NO. 1

Scale 1/2" = 1'-0"

SECTION A-A

CATCH BASIN

Scale 3/4" = 1'-0"

Elevation - Ft. M.S.L

Refer to Bonneville District
R-2-71, Sheets 3, 4, and 8.

A-A

BOX NO 1

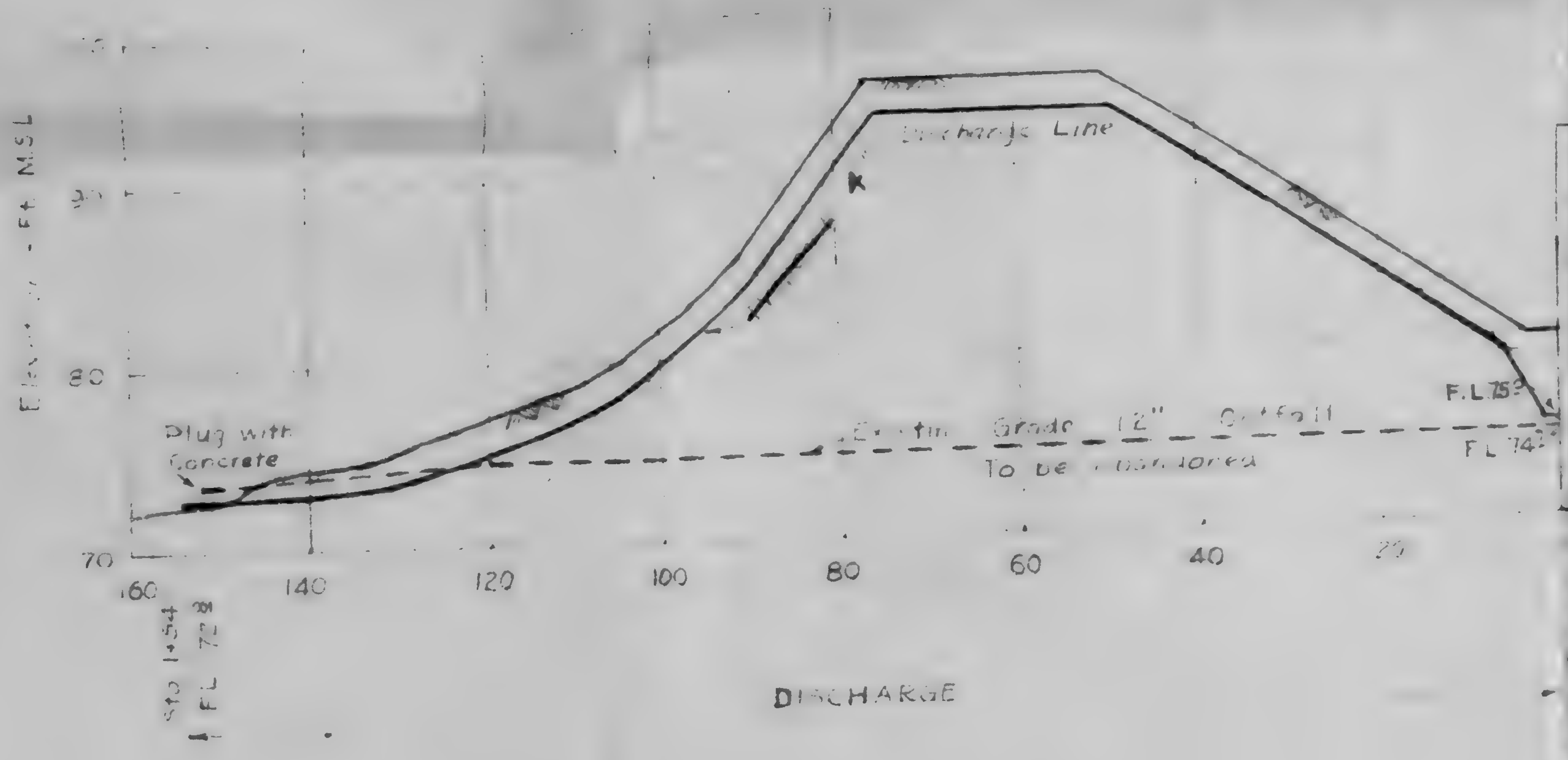
= 1'-0"

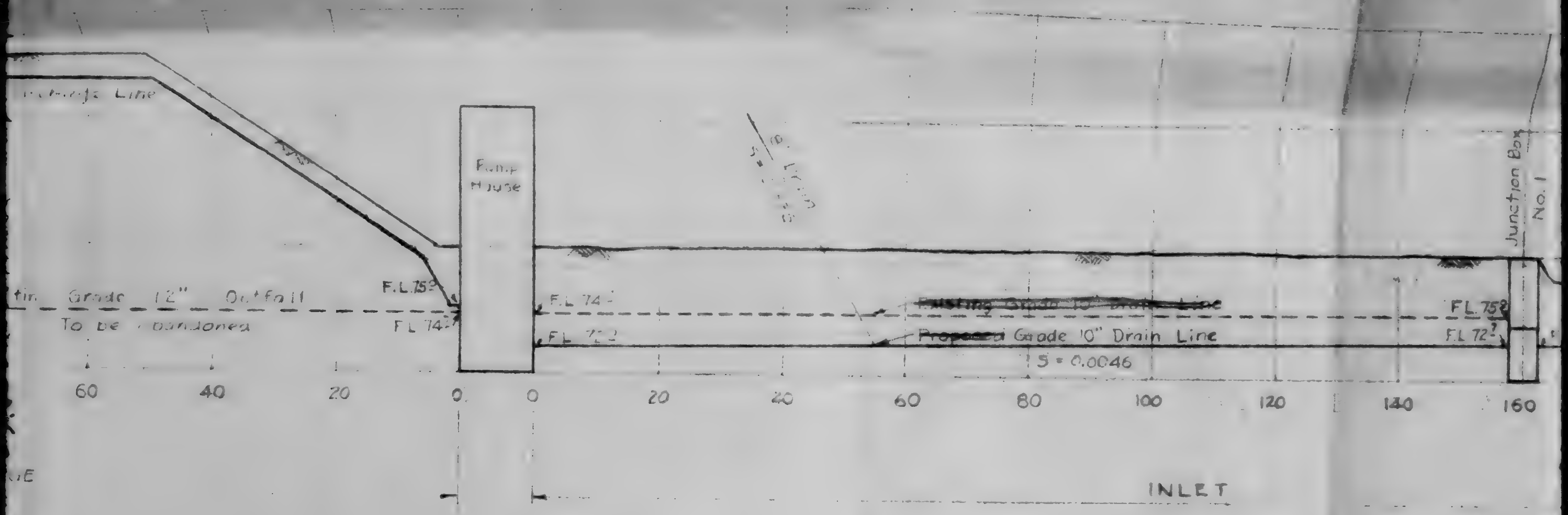
SECTION A-A

CATCH BASIN

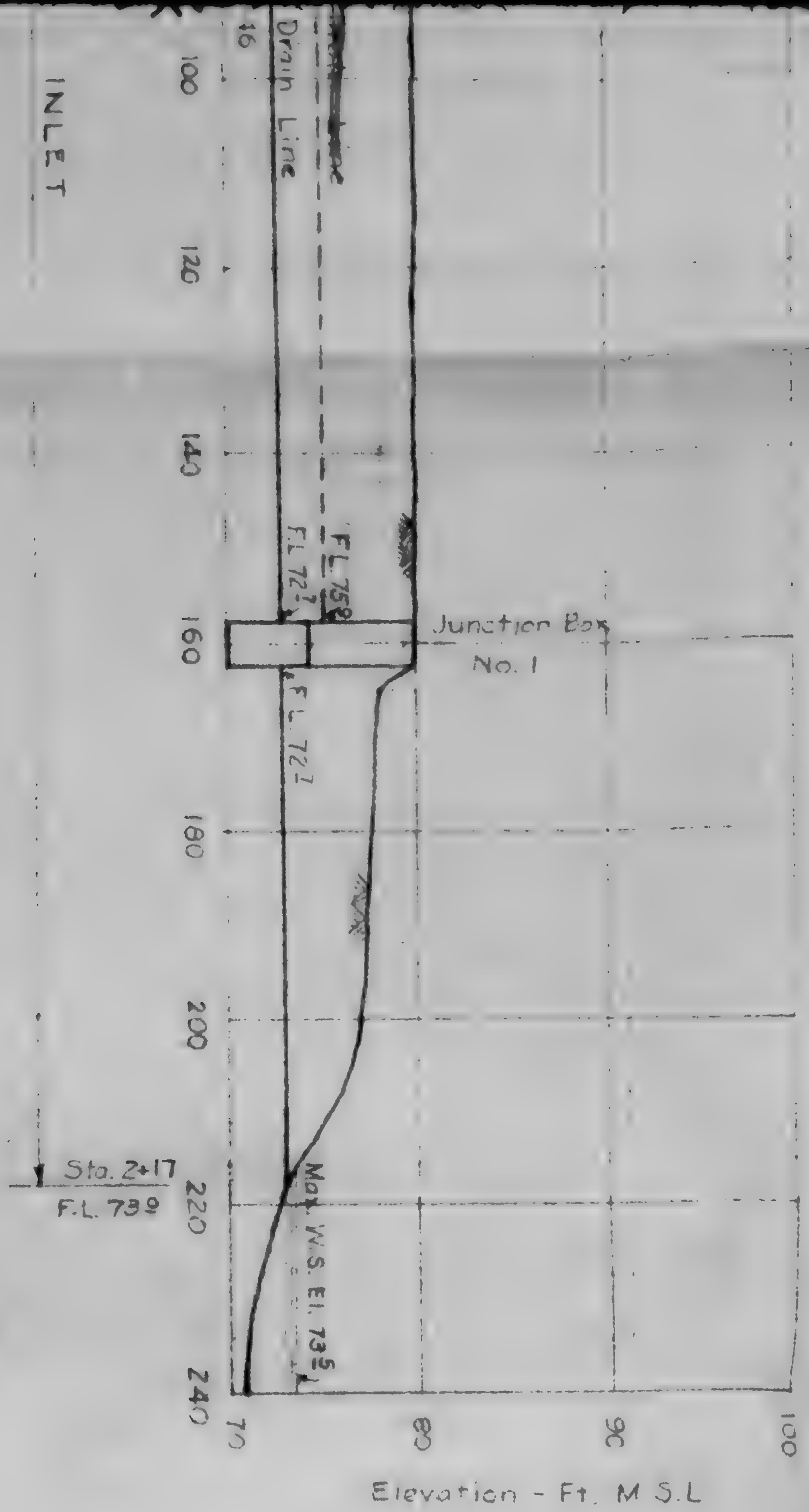
Scale $\frac{3}{4}$" = 1'-0"

Refer to Bonneville District Dwgs.
R-2-71, Sheets 3, 4, and 8.


Elevation - Ft MSL
90
80
70
160
140
120
100
80
60
40
20
Sta 1+54
FL 72.8
Plug with Concrete
Discharge Line
Existing Grade
12" Outfall
To be abandoned
F.L.75.3
FL 74.2
DISCHARGE



PROFILE
Horiz. Scale 1" = 20⁰'
Vert. " 1" = 10⁰'


INLET
Drain Line
16
100
120
140
160
180
200
220
240
F.L. 75.8
F.L. 72.7
Junction Box No. 1
F.L. 72.7
Sta. 2+17
F.L. 73.9
Max. W.S. El. 73.5
70
80
90
100
Elevation - Ft. M.S.L.

Refer to Bonneville District Dwgs.
R-2-71, Sheets 3, 4, and 8.

BONNEVILLE DAM
RESERVOIR

PROPOSED REVISION TO DRAINAGE
SYSTEM, IN INDUSTRIAL AREA,
NEAR HOOD RIVER, OREGON.
SCALES AS SHOWN

U.S. ENGINEER OFFICE, PORTLAND DISTRICT (OREGON)

Drawn By: A.J.C. 26 Oct. 1943
Checked By: O.L.M.

#7409 SHEET 12 R-2-71

21-1[illegible] Delake-Newport-Toledo Paving 1952
Project on the Ore. Coast Hwy. in
Delake & on city streets in Newport
#3733 and Toledo.

RECEIVED
FOR FILING
21-1653

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 16, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3733	5-final	WESTERN PAVING & CONSTRUCTION CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4488	R-62151	$ 1,223.73	March 16, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1952

Time Extensions: Extended to Oct. 9, 1952 without penalty

Completion Date: Oct. 9, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-17-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

3-18-53

RECEIVED
[illegible] 6 1953
FOR FILING

31-14-[illegible]

3733

March 4, 1953

Maryland Casualty Co.
Baltimore 3,
Maryland

Gentlemen:

State highway contract No. 3733 for work performed on the Delake-Newport-Toledo Section of the Oregon Coast Highway and City Streets in Lincoln County was completed by the contractor, Western Paving & Construction Company on October 9, 1952, and was formally accepted by the Highway Commission on November 24, 1952.

Final payment in the amount of $1,223.73 will be released to the contractor on or after March 14, 1953. The total contract amount is $40,791.16 of which amount $650.67 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

rn

Secretary

cc - Maryland Casualty Co.
Seth Leavens Agency, Jackson Tower
806 S. W. Broadway
Portland, Oregon

NOTED ON CARD
[illegible]

FORM A-87 5M
STATE PRINTING DEPT.

NOTED
J. F. HAGEMANN

NOTED
J. W. CATTRALL NOTED

OREGON STATE HIGHWAY COMMISSION

REQUEST FOR TRANSFER OR CORRECTION OF COST DISTRIBUTION

RECEIVED
3 - 1953

FROM: S. H. Probert

Salem, OREGON

TO: ACCOUNTING DIVISION—

DATE March 2, 1953

PLEASE Transfer (TRANSFER, CORRECT) THE FOLLOWING ITEMS WHICH WERE ORIGINALLY CHARGED ON

Payment to Contractor, Contract No. 3733 (INDICATE NAME OF ORIGINAL DOCUMENT) No. 5-Final DATE 2-20-53

Western Paving & Construction Co. (IF VENDOR'S INVOICE, WRITE NAME AND ADDRESS ON THIS LINE)

QUANTITY	UNIT	DESCRIPTION	CHARGE		CREDIT	
			DISTRIBUTION	AMOUNT	DISTRIBUTION	AMOUNT
4	each	Adjustment of Manholes (at) 35.00		140 00		
485	cu.yd	3/4" - 0 Material in Leveling Course				
		and Shoulders (at) 4.60		2,231 00		
20	M-gal	Sprinkling (at) 5.00		100 00		
5.630	ton	Furnish & Place RS-2 Emulsified				
		Asphalt (at) 65.00		365 95		
672.21	ton	Class "B" Asphaltic Concrete (at) 11.20		7,383 40		
		Subtotal	321-1705-201	10,220 35	21-1602-201	10,220 35
0.3072	mile	Prepare Roadbed for Paving, Lump Sum	321-1705-237	386 95	21-1602-237	386 95
		Engineering $4,722.76 (25%)	321-1705-900	1,180 69	21-1602-900	1,180 69
	*	Asphaltic Concrete Aggregates	321-1705-202	145 35	21-1602-202	145 35
	*	Furnished by State-Paid for by Contractor				
		TOTAL		11,933 34		11,933 34

REASON FOR THIS REQUEST: To transfer to City of Newport Section, Paving Project its share of construction and engineering cost for work performed under contract No. 3733, Prefix 21-1602.

APPROVED: S.H.Probert DIVISION ENGINEER

APPROVED: STAFF ENGINEER

PREPARED BY: D B Parker

APPROVED: DISTRICT MAINT. SUPT.

ENTERED ON JOURNAL VOUCHER NO.:

ENTERED BY:

DATE ENTERED:

FORM A-87 5M
STATE PRINTING DEPT.

NOTED

OREGON STATE HIGHWAY COMMISSION

REQUEST FOR TRANSFER OR CORRECTION OF COST DISTRIBUTION

RECEIVED
MAR 3 - 1953

FROM: S. H. Probert

Salem, OREGON

TO: ACCOUNTING DIVISION—

DATE March 2, 1953

PLEASE Transfer (TRANSFER, CORRECT) THE FOLLOWING ITEMS WHICH WERE ORIGINALLY CHARGED ON

Payment to Contractor, Contract No. 3733 (INDICATE NAME OF ORIGINAL DOCUMENT) NO. 5-Final DATE 2-20-53

Western Paving & Construction Co. (IF VENDOR'S INVOICE, WRITE NAME AND ADDRESS ON THIS LINE)

QUANTITY	UNIT	DESCRIPTION	CHARGE			CREDIT		
			DISTRIBUTION	AMOUNT		DISTRIBUTION	AMOUNT	
32	c.y.	3/4" - 0 Material in Leveling Course						
		and Shoulders (at) 4.60		147	20			
0.525	ton	Furnish & Place RS-1 Emul. Asphalt (at) 65.00		34	13			
710.91	ton	Class "B" Asphaltic Concrete (at) 11.20		7,849	46			
		Subtotal	321-1706-201	8,030	79	21-1602-201	8,030	79
0.1515	mile	Prepare Roadbed for Paving, Lump Sum	321-1706-237	190	83	21-1602-237	190	83
		Engineering $4,722.76 (19.39%)	321-1706-900	915	74	21-1602-900	915	74
	*	Asphaltic Concrete Aggregates	321-1706-202	112	73	21-1602-202	112	73
	*	Furnished by State-Paid for by Contractor						
		TOTAL		9,250	09		9,250	09

REASON FOR THIS REQUEST: To transfer to the City of Toledo Section, Paving Project, its share of construction and engineering cost for work performed under contract No. 3733-Prefix 21-1602.

APPROVED: ______ DIVISION ENGINEER

APPROVED: S H Probert STAFF ENGINEER

PREPARED BY: S B Parks ~~CLERK~~

APPROVED: ______ DISTRICT MAINT. SUPT

ENTERED ON JOURNAL VOUCHER NO.: ______

ENTERED BY: ______

DATE ENTERED: ______

RECEIVED
FOR FILING

21-1609

1952

December 11, 1952

Western Paving & Construction Co.
223 East Second St.
Albany, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 24, 1952, had under discussion your request for an extension of time of nine days, from September 30 to October 9, 1952, within which to complete your contract No. 3733 for paving on the Delake-Newport-Toledo Section of City Streets and Oregon Coast Highway in Lincoln County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: J. D. Walker,
Division Engineer

B. P. Huntley,
Resident Engineer

H. G. Smith,
Resident Engineer

RECEIVED
NOV 14 1952
FOR FILING

[illegible]

3733

November 13, 1952

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Western Paving and Construction Company on Contract No. 3733 covering paving work on the Delake-Newport-Toledo Section of the Oregon Coast Highway in Lincoln County. This payment, in the amount of $17,565.69, will be made on or after November 24. The retained percentage is $1,223.73.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Hansen & Rowland, Inc.
611 Henry Building
Portland 4, Oregon

Seth Leavens Agency
Jackson Tower
806 S. W. Broadway
Portland, Oregon

noted on
card, mk

RECEIVED
FOR FILING

21-[illegible]

[illegible]

October 31, 1952

Request for extension of time
No. 2
November 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Western Paving & Construction Company for an extension of time on Contract No. 3733, Delake-Newport-Toledo Paving Project, from September 30, 1952 to October 9, 1952.

Work on the Toledo Section of this contract was delayed by failure of the Railroad Company to raise its tracks to the new pavement grade, and the contractor was consequently unable to pave until this work was done.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure
cc Mr. H. G. Smith

hi

Form E-1

21-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 18, 1952

Section Delake-Newport-Toledo

Kind of work Paving

Highway Oregon Coast and City Streets

Section prefix 21-1602

Contractor Western Paving & Construction Co.

Contract number 3733

Date of contract May 27, 1952

Date of completion August 31, 1952

Date work started June 19, 1952

Estimated date of completion October 10, 1952

Amount of contract . . . . $ 47,703.00

Per cent of time elapsed 141 %

Estimated cost of completed project, exclusive of engineering . . . . $ 51,000

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 4,231.01, 109 %

Date project was completed October 9, 1952.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work done on this project due to the office crew helping in the field the past week.

NOTED
H. G. SMITH

RECEIVED
[illegible]
OFFICE OF
CONSTRUCTION ENGINEER

NOTED

Signed B. P. Huntley

Address Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

RECEIVED
OCT 9 - 1952
FOR FILING

October 7, 1952

Western Paving & Construction Co.
223 East Second St.
Albany, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 22, 1952, had under discussion your request for an extension of time of 30 days, from August 31 to September 30, 1952, within which to complete your contract No. 3733 for paving on the Delake-Newport-Toledo Section of the Oregon Coast Highway in Lincoln County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: J. D. Walker,
Division Engineer

B. P. Huntley,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
SEP
FOR FILING

August 28, 1952

Request for extension of time
No. 7
September 22 and 23 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Western Paving & Construction Company for an extension of time on Contract No. 3733, Delake-Newport-Toledo Paving Project, from August 31, 1952 to September 30, 1952.

The contractor had purchased new equipment for use on this contract and failure of the manufacturer to deliver this equipment when specified delayed the contractor approximately six weeks in the performance of certain portions of the contract.

No additional expense has been incurred because of the overrun, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS:ar   lg

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FOR FILING

21

June 23, 1952

Western Paving & Construction Co.
223 E. Second St.
Albany, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3733, which was awarded to you on May 27, 1952 by the State Highway Commission, for paving on the Delake-Newport-Toledo Section of the Oregon Coast Highway and City Streets in Lincoln County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 29 1952
FOR FILING

[illegible]

37[illegible]

May 29, 1952

Western Paving & Construction Company
223 E. 2nd Street
Albany, Oregon

Gentlemen:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3733 for the Delake-Newport-Toledo Paving Project on the Oregon Coast Highway in Lincoln County. This award was based on your low bid of $47,703.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

FORM E-30 25M 6-51 49713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1952

SUBJECT:

To:
Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Herewith you will find the original and five copies of the proposed agreement by and between the State and the City of Delake with respect to certain construction to be performed on the Delake ("D" River-Second Street) Section of the Oregon Coast Highway located in Lincoln County.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J Reeder
THOMAS J. REEDER

TJR:am
Attach.

OFFICIALS
C. H. BOGERT, MAYOR
GLADYS BURGESS, RECORDER
G. B. McCLUSKEY,
EARL P. CONRAD, ATTORNEYS
BRUCE A. BURNS, TREASURER

TELEPHONE 142

CITY OF TOLEDO

TOLEDO, OREGON

COUNCILMEN
A. J. ALLAN
ELEANOR BOGERT
C. K. CROSNO
LORNE DIXON
BEN O'CONNOR
W. O. RAY

May 20, 1952

Mr. Harold C. Ayers
Field Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Ayers:

I am enclosing a copy of letter received from Southern Pacific Company with reference to the paving across their three tracks.

At the Council meeting last night I was authorized to notify the Southern Pacific that we would accept their proposal as indicated in their letter of May 14, 1952. I thought that it would be helpful to you in making your plans in submitting this matter for prospective bidders to consider.

Our City Engineer, Mr. W. W. Jones, was instructed to proceed as fast as possible to prepare this street ready for the laying of the paving.

Yours truly,

C. H. Bogert
Mayor

C H Bogert

CHB:vll
1 Encl.

RECEIVED
MAY 2 1 1952
[illegible]

RECEIVED
MAY 2 1 1952
OREGON
STATE HIGHWAY COMMISSION

C
O
P
Y

SOUTHERN PACIFIC COMPANY
Union Station
Portland 9, Oregon

May 14, 1952

Hon. C. H. Bogert
Mayor
Toledo, Oregon

Hon. Mayor:

We understand City of Toledo is proposing a pavement improvement of First Street from Main Street in town to our tracks.

Would the City of Toledo be interested in continuing this paving across our tracks at no cost to Southern Pacific Company provided we place the 3 tracks in condition to receive paving by installing heavy rail, necessary new ties and ballast. Also, would suggest, if paving was done that it be made full width of street so as to give room for sidewalk area.

Yours truly,

/s/ L. P. Hopkins
Superintendent

RECEIVED
FOR FILING
FORM E-90 25M 8-51 49719

3234

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 14, 1952

SUBJECT:

To:

Mr. W. C. Williams,
Assistant State Highway Engineer,
Department.

Dear Sir:

I am returning herewith Assignment No. 3234, being a letter from P. C. Rinehart, Realtor of Delake, with respect to our proposed improvement in Delake affecting his property.

The matter has been discussed with Mr. Rinehart and we have agreed to leave an opening in the curb for his proposed entrance to Lot 8. Mr. Rinehart is entirely satisfied with the arrangement.

Yours very truly,

F. D. Eason

F. D. EASON,
Division Engineer.

NOTED
W. C. WILLIAMS

FDE:AM

ASSIGNMENT

ate: March 7, 1952

No. 3234
By [illegible]

Description: **Letter of March 5 by P. C. Kinehart of Rinehart's Realty, Delake, stating they would like a double width runway or driveway left in curbing in front of their lot when paving is done**

Acknowledged by _____ Referred to __**Eason** ✓________

Investigate and report with recommendation
xx ✓ Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature
____

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 3-17-52 Report received ________

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Rinehart's Realty
P.O.Box 515,
Delake, Oregon
March 5,1952

NOTED
W. C. WILLIAMS

State Highway Commission
Salem,
Oregon

Dear Sirs:

We understand the Commission is going to pave the Highway in Delake. We own Lot 8, Block 1, Camp Roosevelt, which is on the N.W. Corner of First St. and Highway 101. It has a 50 ft frontage on the Highway(101) and we anticipate a Filling Station and Parking Lot for this location in the future.

We would be very grateful if a double width runway or driveway could be left in the curbing in front of this Lot, also the adjoining property is the Greyhound Bus Station and perhaps the two, properties could be so set up to accomodate this activity.

Let us take this opportunity to thank you for your past cooperation.

We are very sincerely,
Yours,-

P.C. Rinehart

P.C. Rinehart, Realtor

P.C.R./v

RECEIVED
MAR 26 1952
FOR FILING

5525
Delake

AGENDA ITEM 4-a
January 31, 1952

February 15, 1952

Mr. Arnold H. Earnshaw, Recorder
City of Delake
Delake, Oregon

Dear Sir:

On January 31, the Commission considered a request from the City of Delake for the construction of curbs within the city and along the Oregon Coast Highway. The request had been investigated by the Engineer and the Commission had the benefit of his advice in considering the matter. As a result of the facts disclosed, the Commission approved the installation of curbs from Carmelia Court to the Aquarium, a distance of approximately 1,200 feet, and also the paving of this area between curbs.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
JAN 11 1952
FOR FILING

December 28, 1951

Mr. Arnold H. Bartusham, Recorder
City of Delake
Delake, Oregon

Dear Sir:

In further reply to your letter of December 12 addressed to the State Highway Department, I wish to state that the estimate previously submitted to the Highway Commission covered a section that your Mayor indicated was the section for which the community had requested improvement by the construction of curbs and necessary drainage.

The section that you mention in your letter, from Kenny's Market to Carmelia Court, is only eight or nine hundred feet long. An examination on the ground would indicate that the improvement, if authorized, should extend from Carmelia Court down to the Aquarium, a distance of approximately twelve hundred feet. This section could be curbed and necessary drainage installed, with additional surfacing between the paved roadway and the curbs, for approximately $8,000.00. However, it will not be satisfactory until paved, which will cost about $10,000.00 additional.

This requested improvement on the basis of such estimate will be presented to the Highway Commission for its consideration at the January meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

FDE: lg

cc Mr. W. C. Williams
Mr. C. H. Maison
Mr. F. D. Eason

RECEIVED
DEC 1951
FOR FILING

3a
11-8-51

December 17, 1951

Mr. Arnold H. Earnshaw, Recorder
City of DeLake
DeLake, Oregon

Dear Mr. Earhshaw:

I have just received your letter of December 12, 1951 regarding the construction of curbs along the Oregon Coast Highway through the City of DeLake.

My letter of December 5, 1951 perhaps was somewhat misleading as to the length of the proposed project. However, the Engineer's estimate was based on construction of curbs on both sides of the highway for a distance of about 4,000 feet from the end of the present curb on the former Oceanlake Section. This was determined by our Division Engineer, F. D. Eason after consulting with Mr. Lesley V. Wolfe, Mayor of your city.

The estimated cost of the work, $18,000 for construction of curbs, included not only actual curb construction but also grading and the installation of necessary drainage facilities.

You asked for further consideration of the matter. Accordingly, I am referring your letter to the Engineer.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:la

cc: Commissioners
R. H. Baldock

ASSIGNMENT

No. 6525
By AHB

Dec. 18, 1951

Description: Letter from Arnold H. Earnshaw, Recorder, Delake, re construction of curbs along Oregon Coast Highway.

Acknowledged by _____ Referred to ___EASON_________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________________ signature
XX Please prepare answer

Assignment executed 12-28-51 Report received ________
ki

Remarks:

"On the Shortest River
in the World"

Incorporated
1949

City of DeLake

OREGON

(3a)
11/8/51

Dec 12-51

Oregon State Highway Dept.
Salem.

Gentlemen.

Your letter of Dec 5th 1951. re curbs-grades city of Delake, read at the council meeting Dec 11-51.

It is of the opinion of the council that you got a wrong impression of our needs,

We do not wish at this time to place curbs the full length of our city.

If you could see your way to put in about 5 or 6 blocks say from the Kennys Market south end. xx north end to a point to Carmelia Court which area covers our business section this should not cost very much and ask your earnest consideration .

thanking you in anticipation

yours truly

Arnold H Earnshaw

Arnold H Earnshaw Recorder,

P S ... There is a very bad place in front of Post Office (sidewalk is in) Highway property- a very deep hole near the curb. Repair dept has fixed but washes away.. Suggest some hot stuff be pored there....

December 5, 1951

Hon. Leslie V. Wolfe, Mayor
City of Delake
Delake, Oregon

Dear Mr. Wolfe:

Reference is made to your appearance before the Highway Commission at its meeting on July 17, 1951 when you asked the Commission to establish a permanent grade and to construct concrete curbs along the Oregon Coast Highway through your city, particularly between the schoolhouse north of "D" River and the south city limits of Delake. You will recall that the Commission at that time referred the matter to the Engineer for investigation and report. The investigation has been made and the Engineer's report on the subject was rendered to the Commission at its last meeting.

The Commission could not see its way clear to approve your request for construction of the curbs, which work is estimated to cost about $18,000. It was the feeling of the Commission that such improvement should wait until the Commission is in a position to finance also the widening of the pavement full width between the curbs. This is estimated to cost an additional $54,000. The Commission did authorize, however, the establishment of a permanent grade for the highway, which would enable the city to construct sidewalks at the proper elevation if it so desires.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

10-17-51

[illegible]

Preliminary Estimate

First Street N. from Main Street to Bridge over Depot Slough, a distance of approximately [illegible] mile.

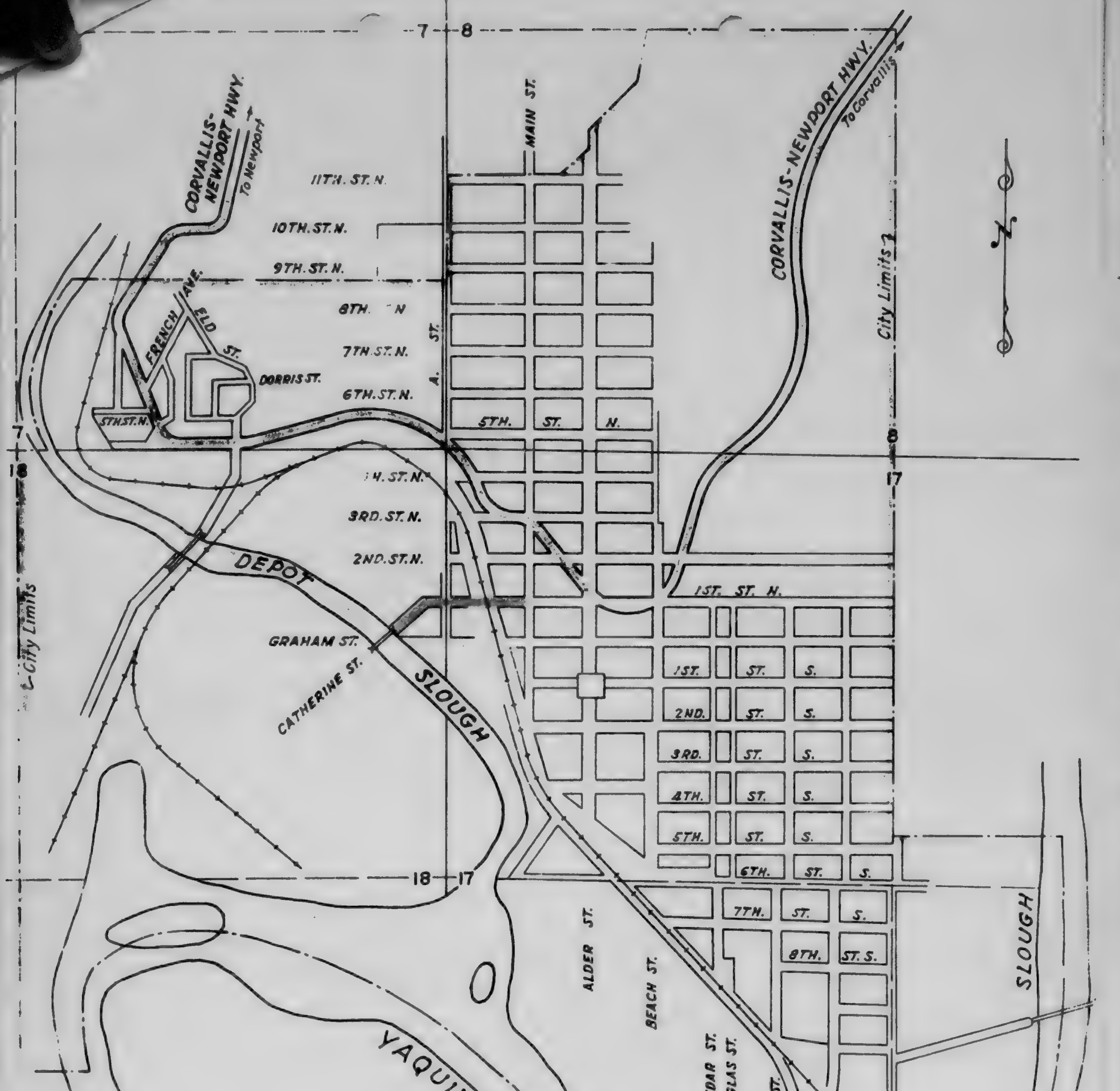
Place 3" thickness of asphaltic concrete [illegible] in width from Main Street to [illegible] Street ([illegible] mile), 28' in width from [illegible] Street to bridge (0.12 mile)

Item	[illegible]		[illegible]	[illegible]
[illegible]		[illegible]	$ [illegible]	$ [illegible]
[illegible] manhole[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible] concrete	[illegible]	[illegible]	[illegible]	[illegible]
[illegible] back [illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Preliminary [illegible] of Construction	[illegible]
[illegible] 25 Engineering and Contingencies	[illegible]
Preliminary Engineering	[illegible]
	$[illegible]

Total Estimate: $[illegible],3[illegible]

[illegible]
10/17/51



TOLEDO

Scale 1" = 800'

[illegible] 10-17-51

Preliminary Estimate

[illegible] Street north from Main St. at [illegible] Bridge over Depot Branch
a Distance of approximately 0.21 mile

[illegible] 5" [illegible] of Asphaltic Concrete [illegible] from Main St. to "A" Street 0.09 mile
3" [illegible] from "A" Street to Bridge 0.12 mile

Adjust Valve Box	1 only	$50.00	50.00
Adjust Man hole	1 only	50.00	50.00
Asphaltic Concrete	850 tons	10.00	8500.00
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	30 cyds.	7.00	210.00
Preliminary Estimate of Construction			$9370.00
12½% Engineering and Contingencies			1171 25
			250.00
			10,791 25

$10,800.00

Toledo ______ 10-8-51

[illegible] City Hall and [illegible] Mayor
[illegible] Report [illegible] me an investigation
of Street [illegible] for [illegible] resolution.

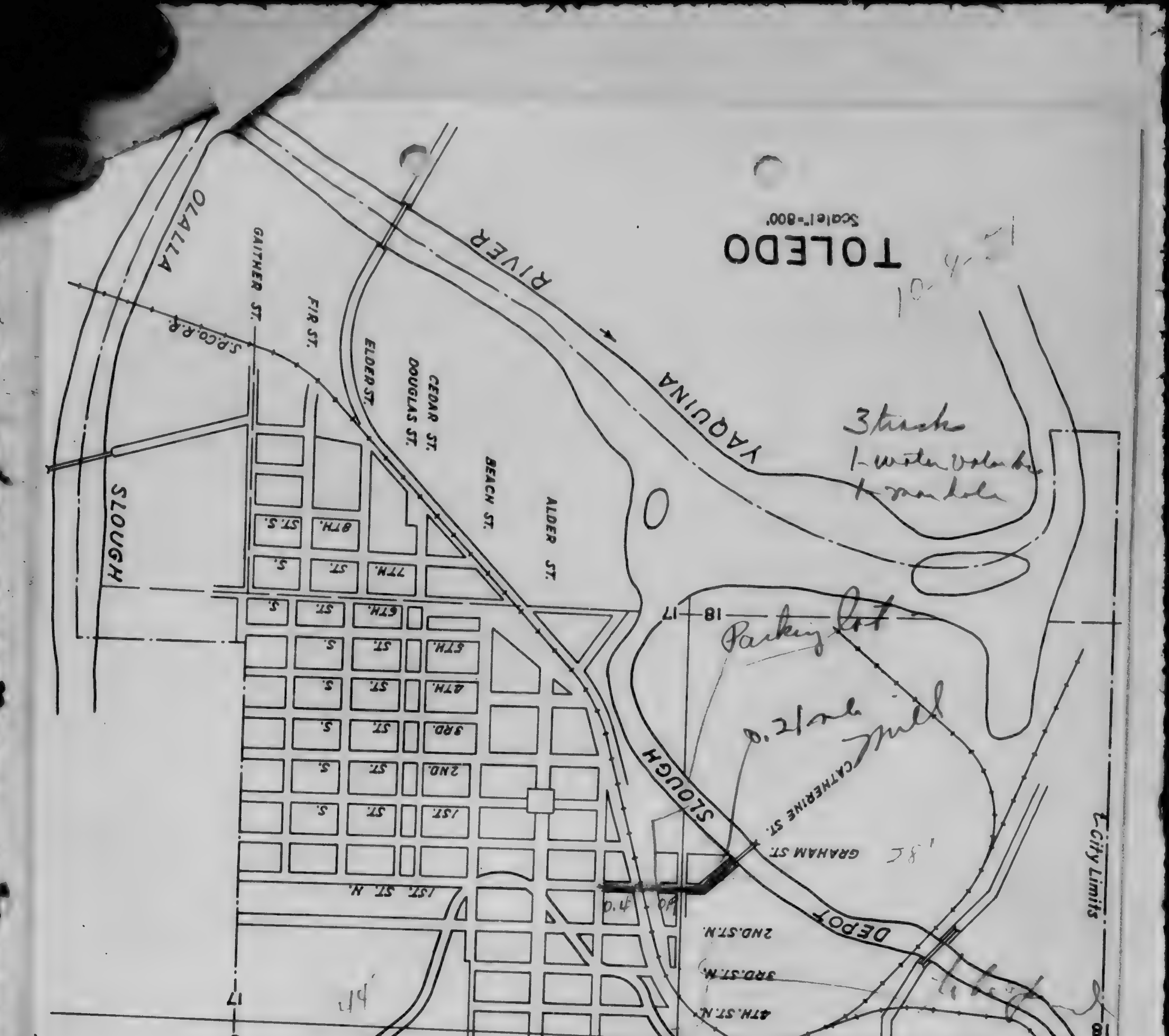
First Street [illegible] to [illegible] mill and [illegible] log lot and is being heavily used. The A.C. not in the best condition showing some signs of failure.

A Street is in good Condition and needs nothing.

City is planning on Constructing a Connection from the "A" Street Between 5th and First Sts and in doing this will cause additional traffic on First Street.

First Street has an average width of 28' and would qualify as far as traffic [illegible] is Concerned and if there is to be a contract between Newport and Toledo it would be a good time to place a lift of A.C. to save the street as it is leaking in several locations.

H C Ayers


TOLEDO
Scale 1"=800'
10-4-5
3 trucks
1 water volunteer
1 man hole
Parking lot
0.2 mile
Mill
0.4
0.16
YAQUINA RIVER
OLALLA SLOUGH
DEPOT SLOUGH
S.P.CO.R.R.
GAITHER ST.
FIR ST.
ELDER ST.
CEDAR ST.
DOUGLAS ST.
BEACH ST.
ALDER ST.
8TH. ST. S.
7TH. ST. S.
6TH. ST. S.
5TH. ST. S.
4TH. ST. S.
3RD. ST. S.
2ND. ST. S.
1ST. ST. S.
1ST. ST. N.
2ND. ST. N.
3RD. ST. N.
4TH. ST. N.
5TH. ST. N.
6TH. ST. N.
7TH. ST. N.
8TH. ST. N.
9TH. ST. N.
10TH. ST. N.
11TH. ST. N.
CATHERINE ST.
GRAHAM ST.
A. ST.
MAIN ST.
DORRIS ST.
ELD ST.
FRENCH AVE.
5TH. ST. N.
CORVALLIS-NEWPORT HWY.
To Corvallis
To Newport
City Limits
N
17
18
7
8

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 5, 1951

SUBJECT:

[illegible]
W. C. WILLIAMS

To: Mr. W. C. Williams,
Assistant State Highway Engineer,
Department.

Dear Sir:

Herein is an estimate for construction of approximately 5,200 lineal feet of standard curb on the Oregon Coast Highway in the City of Delake.

Your original instructions were for an estimate through the entire City of Delake; however, I find that this would entail a major grading project with attendant right of way acquisition. I contacted Mayor Wolf and consulted with him on what the community had in mind in making this request. He advised me that their spokesman had asked for curb through the entire city (limit to limit) but that they had actually intended only to request curbing over the section from the end of the present curbs on the former Oceanlake Section, Station 917+20, to Station 946. This would involve some 5,200 feet of curb. ←

Appended also to the estimate is an estimate of cost of paving the entire section to a 64-foot width, which conforms to the standard section through Oceanlake.

CURBING AND DRAINAGE ESTIMATE

Grading	1,000	Cu. Yds.	$ 1.00	$ 1,000.00
Structural Excavation	600	" "	3.00	1,800.00
Metal Hand Rail	150	Lin. Ft.	3.00	450.00
3/4" - 0" Shoulder Rock	300	Cu. Yds.	4.00	1,200.00
Curbs Standard	5,200	Lin. Ft.	2.00	10,400.00
18" Pipe	20	" "	4.00	80.00
12" Pipe	250	" "	2.50	620.00
Catch Basins	6	Only	50.00	300.00
				$15,850.00
			12½%	1,981.25
			Total	$17,831.25

FULL PAVEMENT AND RESURFACE ESTIMATE

Excavation	8,000 Cu. Yds.	$1.00	$ 8,000.00
Base Rock	7,000 " "	3.00	21,000.00
Asphaltic Pavement	2,400 Tons	8.00	19,200.00
			$48,200.00
		12½%	6,025.00
		Total	$54,225.00

Yours very truly,

F. D. Eason

F. D. EASON,
Division Engineer.

JDW:AM

Mr. Walker made the investigation and contacted the mayor.

RECEIVED
FOR FILING

October 24, 1951

Oregon State Highway Commission

Gentlemen:

On the September 12 Summary of Unfinished Business, Item No. 4 pertains to a request of the City of Delake for establishment of permanent grade and installation of curbs on US101 through Delake.

We have made an investigation and find that the section on which the City wishes curbs and permanent grades established at the present time extends from the end of the present curb for a distance of approximately 2,600 feet, which would involve a total of 5,200 lineal feet of curb. The estimated cost to construct the curb requested, plus necessary drainage pipes, is $18,000. Although the City has not asked for full width pavement, it is my opinion that as soon as the curbs were installed the Commission would be requested to widen the pavement to full width. This would cost an additional $54,000, which means that the total cost of curbing and pavement widening would be $72,000.

I question the desirability of constructing curbs until such time as the pavement is widened, and I recommend that no work be undertaken until a complete job can be done.

If this meets with your approval, I suggest that the Secretary advise the City Council that the project cannot be undertaken at this time, but that the State will establish grades for the permanent curbs so that the City may construct sidewalks if it wishes.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me lg
cc Mr. W. C. Williams
Mr. H. G. Smith

Form cc-50
Special City Allotment

5-28-51

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of **Toledo** is an incorporated city of the State of Oregon, and has a population of **2323**, as given by the latest official census, and

NOTED
Harold C. Ayers

Form cc-50

WHEREAS, the following streets of said city,

"A" Street from Highway #20 to 8th Street North

1st Street North from Main Street to Bridge

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

"A" Street from Highway #20 to 8th Street North

1st Street North from Main Street to Bridge

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Toledo does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Mayor C. H. Bogert as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 28th day of August, 1951.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Toledo at a regular or special meeting of said council, held on the 28th day of August, 1951, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 29th day of August, 1951.

Gladys Burgess
City Recorder

8.24.51

NEWPORT

Preliminary Estimate

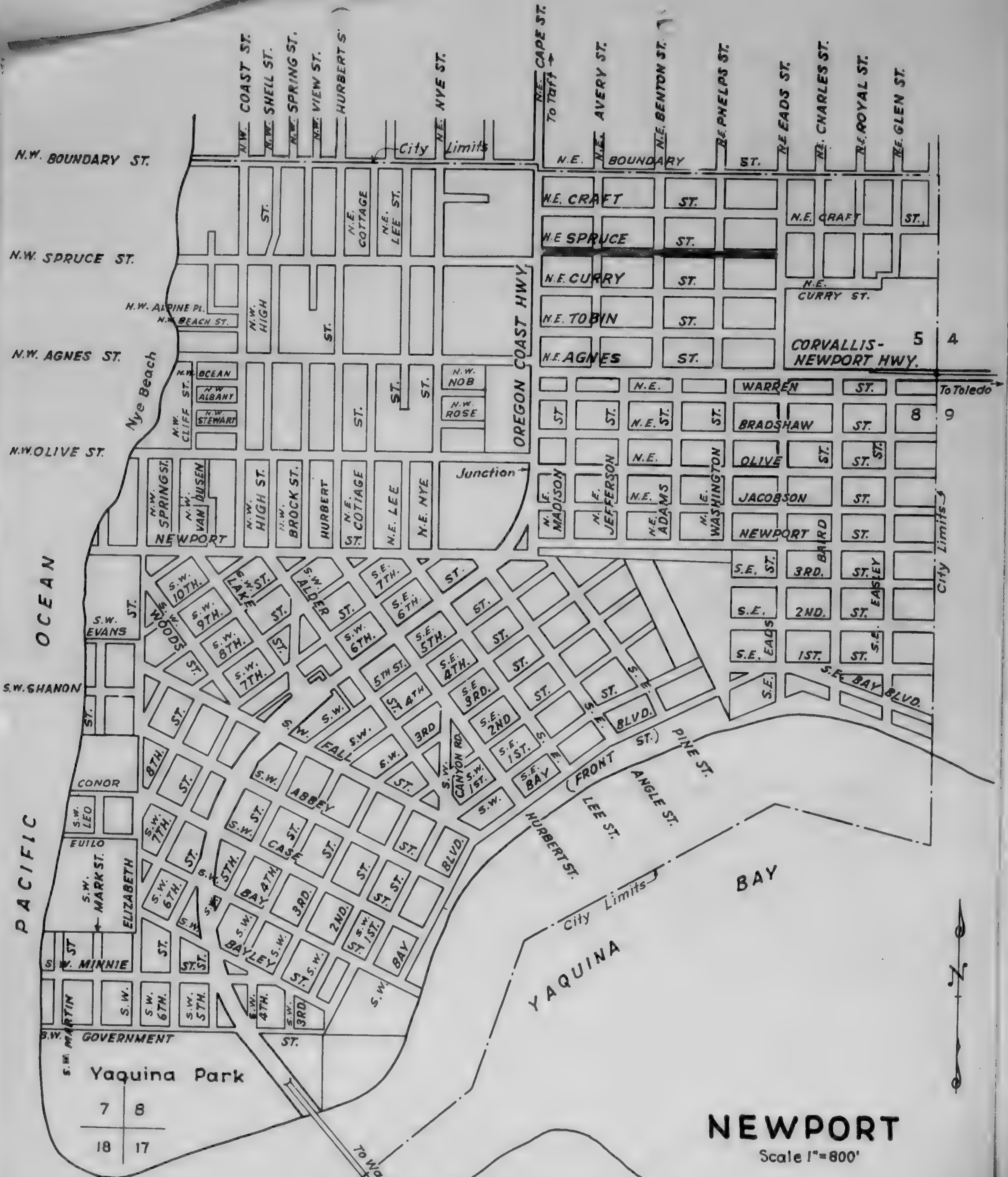
Spruce Street from Oregon Coast Highway to N. E. Eads Street, a distance of approximately 0.32 mile.

Place leveling course and shoulder material, place 3" asphaltic concrete pavement 20' in width.

Item	Quantity		Unit Price	Total
Adjust manholes	2	each	$ 100.00	$ 200.00
Preparation of base	0.32	mile	1000.00	320.00
3/4"-0 in base and shoulder	650	cu. yd.	4.25	2,762.50
Sprinkle	20M	gal.	4.00	80.00
3/4"-0 in binder course	32	cu. yd	5.00	160.00
RC-3 in binder course	8	tons	60.00	480.00
Type B asphaltic concrete	700	tons	12.00	8,400.00
RS-1 in seal coat	6	tons	60.00	360.00
Aggregate in seal coat	25	cu. yd	7.00	175.00
			Preliminary Estimate of Construction	$12,937.50
			12-1/2% Engineering & Contingencies	1,617.19
			Preliminary Engineering	425.00
(City to have graded and based.)				$14,979.69

Total Estimate: $15,000.00

HCA:MM
8.24.51



NEWPORT

Scale 1" = 800'

Revised Feb.,'48

Application No. 15

NEWPORT
Lincoln County
Population:
1940 - 2,019
1950 - 3,241
Division II

Previous Projects	Cost (Actual) State	Cost (Actual) City	Cost (Actual) Total
1948: Constructed rock base and placed Type B-2 bituminous macadam on Canyon Road from Fall Street to Oregon Coast Highway, a distance of approximately 0.30 mile.	$10,219.51	$--	$10,219.51
1949: None 1950: None 1951: None	$--	$--	$--

Proposed Project	Cost (Estimated) State	Cost (Estimated) City	Cost (Estimated) Total
1952: Place leveling course and 3" asphaltic concrete pavement 20' in width on Spruce Street from Oregon Coast Highway to Eads Street, a distance of approximately 0.32 mile. City to regrade and place base rock.	$15,000.00	$--	$15,000.00

- - - - - - - - - - -

Spruce Street is used by log and lumber trucks and other heavy traffic bound for Toledo and out to Oregon Coast Highway.

Recommendation
This project qualifies and approval recommended.

OFFICIALS
C. H. BOGERT, MAYOR
GLADYS BURGESS, RECORDER
G. B. MCCLUSKEY,
EARL P. CONRAD, ATTORNEYS
BRUCE A. BURNS, TREASURER

TELEPHONE 142

CITY OF TOLEDO

TOLEDO, OREGON

COUNCILMEN
A. J. ALLAN
ELEANOR BOGERT
C. K. CROSNO
LORNE DIXON
BEN O'CONNOR
W. O. RAY

NOTED
J. W. CATTRALL

August 21, 1951

Mr. John W. Cattrall, Engineer
c/o State Highway Department
P. O. Box 30
Salem, Oregon

Dear Mr. Cattrall:

Please send at once application for allocation of funds to be spent upon streets not a part of the State highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic, as we have streets which would qualify under this law.

Yours very truly,

Gladys Burgess.
Gladys Burgess
City Recorder

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Forms Sent
8-22-51

RECEIVED
AUG [illegible] 1951
ENGINEER
[illegible]TIONS

"On the Shortest River
in the World"

Incorporated
1949

City of DeLake

OREGON

9/12/3

17

D

3:00 PM

July 7, 1951

Oregon State Highway Commission
Salem, Oregon

Attention H. B. Glaisyer, Secretary

Dear Mr. Glaisyer :

The Mayor for the City of DeLake has asked me to write to you commission and request that the Mayor and perhaps other be given an appointment to meet with the Commission at its next meeting, which I understand will take place on July 17th, for the purpose of discussing with the Commission the establishment of the permanent grade of the Oregon Coast Highway through the City of DeLake and the installation of curbs on the highway thru the city.

It will be appreciated if you will, at your early convenience, advise as to the time and place for the appointment requested.

Yours very truly,

Raymond G. Wood

Raymond G. Wood,
City Attorney,

(Post Office Address
Box 351, Oceanlake, Ore.)

3:00 PM
July 17

ACKNOWLEDGED
H. B. GLAISYER

D

Form cc-50
Special City Allotment

12-4-50

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Newport is an incorporated city of the State of Oregon, and has a population of 3237, as given by the latest official census, and

NOTED
A. W. CATTRALL

NO[illegible]
[illegible]

Form cc-50

WHEREAS, the following streets of said city, Spruce Street from Coast Highway To Eads Street are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit, Spruce Street from Coast Highway To Eads Street are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Newport does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate DB Ambler City Engr. as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 4th day of Dec, 1950.

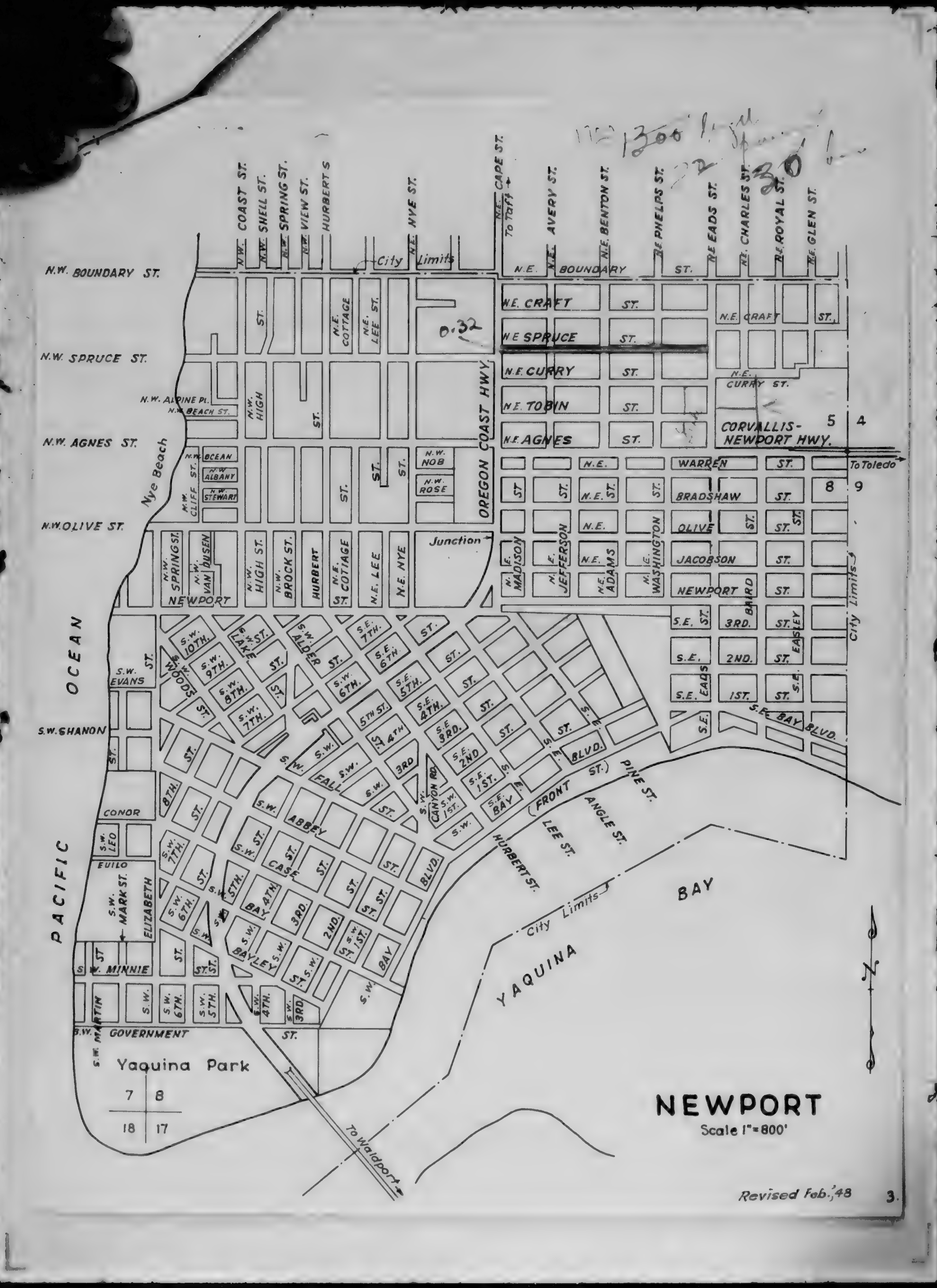
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Newport at a regular or special meeting of said council, held on the 4th day of Dec, 1950, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 4 day of December, 1950.

L C Brayton
City Recorder



NEWPORT

Scale 1"=800'

Revised Feb.,48

3.

S-119(1) Tangent (Orleans-Oak Creek 1952
School), Orleans-Lebanon Co. Rd.
#3734 E. & W., Pacific Hwy. E.

B

RECEIVED
JUL 5 - 1955
FOR FILING

[illegible]
[illegible]

July 5, 1955

County Court of Linn County
Court House
Albany, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Linn County one fully executed copy each of a Maintenance and Finance Agreement between the State Highway Commission and Linn County covering the Orleans-Tangent Junction Section, FAS 216.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

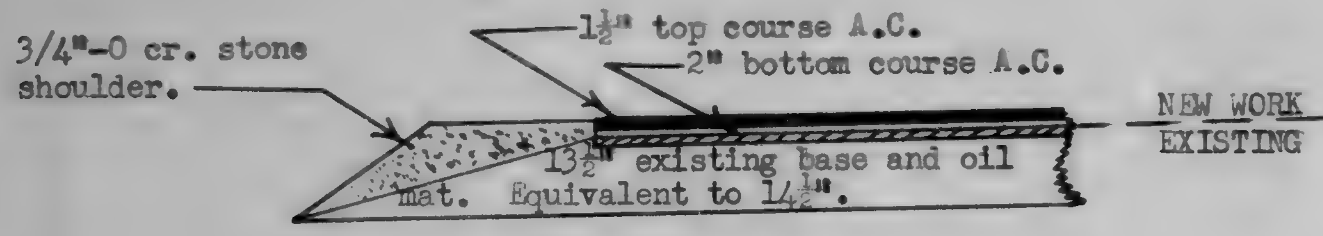
3734
S-119 (1)

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

Section Orleans - Tangent Highway F.A.S. 216 County Linn Prefix 522-1431

Res. Engr. S. F. Walters Length of Project 4.5 Miles. Sta. 1+08 to Sta. 237+45 Date 5-31-55

TYPICAL SECTIONS ADT Trucks - 63 Classification - M


3/4"-0 cr. stone shoulder.
1½" top course A.C.
2" bottom course A.C.
13½" existing base and oil mat. Equivalent to 14½".
NEW WORK
EXISTING

TYPICAL SOIL
95 % Pass 200
45 LL
28 PI
52 % Silt
10 "R" Value

Required Base & Wear		Designed Base & Wear		
Crushed	Not Crushed	Exist. Surf. Allow.	New Work	
		14½	3½	A.C.
	18		18	

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	% Pass No. 4 Screen	% Pass No. 40 Screen	Abrasion Loss %	Sodium Sulphate Loss %	LL	PI	To be used for.
Suitable source or sources to be selected by contractor. (Commercial)											

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by Soils Engineer

Recommended by Construction Engineer

Recommended by Engineer of Materials

Approved by Deputy State Highway Engineer

RECEIVED
APR 19 1955
FOR FILING

S-119 (1)

Salem, Oregon
April 15, 1955

Mr. H. G. Smith
Construction Engineer

FAS 216
Linn County

On April 13th the Highway Commission approved the county FAS project as shown on the attached tabulation. Please prepare the survey order for this project as required. This section was originally constructed under State Highway Contract No. 3734.

W. C. Williams
Deputy State Highway Engineer

Att.

JFH:mm

cc: J. W. Cattrall
S. H. Probert

ADDITIONAL PROPOSED 1956 COUNTY FAS PROJECT (4/8/55)

County	FAS Hwy. No.	Section and Description	Programmed Amount	FAS Fund
Linn	216	Orleans-Tangent Section, 4.5 miles. Pave.	$ 100,000	'56

SUMMARY BY FISCAL YEARS:

	1955	1956	1957	Total
Available 8/1/54	$393,000	$3,100,000	$3,100,000	$6,593,000
Previously Approved	361,000	2,659,000	1,440,000	4,460,000
Unprogrammed Balance	$ 32,000	$ 441,000	$1,660,000	$2,133,000
Proposed Project 4/8/55		100,000		100,000
Unprogrammed Balance	$ 32,000	$ 341,000	$1,660,000	$2,033,000

- -

LINN COUNTY
PROPOSED PROJECT

FAS 216 - Orleans-Tangent Section, 4.5 miles, $100,000. This section extends from the Corvallis-Eastside State Secondary Highway at Orleans, easterly to the Pacific Highway approximately 1 mile north of Tangent.

The proposed project is to place 3-1/2" of asphaltic concrete 20 feet in width directly over the existing oil mat wearing surface, reshape the existing shoulders, and construct crushed rock or gravel shoulders 3 feet in width. The county with its own forces will dig out and backfill with rock or gravel the soft spot immediately east of the O.E. tracks and correct the fill settlement near station 18+65, finishing both sections with a bituminous binder prior to the proposed FAS project.

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 19, 1954

(CONTRACT NO.)
S-119(1)
3734
(VOUCHER NO.)
326

(EST. NO.)
14-final
(WARRANT NO.)
R-84948

(CONTRACTOR)
J. R. TAGGART

(AMOUNT)
$ 7,284.29

(DATE)
1/18/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1952

Time Extensions: To June 25, 1953 without penalty

Completion Date: June 25, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-20-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

1-21-54

RECEIVED
JAN 5 - 1954
FOR FILING

S-119(1)

3734

January 5, 1954

Phoenix Indemnity Company
360 Pine Street
San Francisco, California
Attn: Mr. J. A. Wynne

Gentlemen:

State highway contract No. 3734 for work performed on the Tangent (Orleans-Oak Creek School) Section of the Orleans-[illegible]on County Road in Linn County was completed by the contractor, J. R. Taggart, on June 25, 1953 and was formally accepted by the Highway Commission on December 10, 1953.

Final payment in the amount of $7,284.29 will be released to the contractor on or after January 15, 1954. The total contract amount is $237,320.09. and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Phoenix Indemnity Company
J. S. Lochead
316 N. Church St.
Salem, Oregon

NOTED ON CARD

1-5-54

R. H. Baldock

CEIVED

R FILING

S-119(1)

[illegible]

January 4th, 1954

FINAL COST ANALYSIS

Tangent (Orleans-Oak Creek School) Section
Contract # [illegible]

J. R. Taggart, Contractor
S. F. Walters, Resident Engineer

Orleans-Lebanon County Road
Prefix 222-1046 S-119(1)

OTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$ 4,000.00	$ 12,350.00
Struct. Excavation	388.03	Cu. Yd.	3.00	2.80	1,086.48	1,164.09
General "	42,197.2	" "	0.55	0.35	14,741.09	23,208.46
Truck Haul	16,506.8	Yd. Mi.	0.25	0.20	3,301.36	4,126.70
Finish R/B & Slopes	7.56	Mile	600.00	600.00	4,536.00	4,536.00
24" Corr. Metal Pipe	24	Lin. Ft.	6.00	5.58	133.92	144.00
60" " " "	109	" "	24.00	22.33	2,433.71	2,616.00
36" Arch Type Corr. Metal Pipe	44	" "	12.00	10.28	452.51	528.00
72" Arch Type Corr. Metal Pipe	162	" "	28.00	26.76	4,335.45	4,536.00
12" Concrete Pipe	1,557	" "	2.00	1.90	2,958.30	3,114.00
18" " "	1,344	" "	3.50	3.13	4,209.40	4,704.00
24" " "	201	" "	4.50	4.14	832.70	904.50
30" " "	102	" "	6.50	5.75	586.43	663.00
Salvage Culvert Pipe	378	" "	2.00	1.32	497.87	756.00
Pit Run Gravel in Base	38,756	Cu. Yd.	1.75	1.35	52,512.46	67,823.00
3/4"-0 Mat'l. in Shldrs.	275	" "	4.00	3.65	1,004.27	1,100.00
Sprinkling	1,618	M/Gal.	3.00	2.25	3,638.47	4,854.00
Preparation of Base	7.56	Mile	200.00	188.55	1,425.45	1,512.00
3/4"-0 Mat'l. in Binder Course	922	Cu. Yd.	4.50	3.97	3,664.46	4,149.00
Furn. & Place Aggregate	4,887	" "	4.00	3.68	18,002.28	19,548.00
Furn. & Place RC-3 in Binder	127.99	Ton	40.00	34.16	4,372.74	5,119.60
Furn. & Place 150-200 Asphalt	412.03	"	35.00	32.92	13,562.87	14,421.05

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Furnish Treated Piling	2,590	Lin. Ft.	$1.90	$1.90	$ 4,921.00	$ 4,921.00
Drive Piling	74	Each	45.00	45.00	3,330.00	3,330.00
Treated Lumber in Place	3.668	M/FBM	420.00	420.00	1,540.56	1,540.56
Class "A" Concrete	320.43	Cu. Yd.	62.00	62.00	19,866.66	19,866.66
Metal Reinforcement	78,216	Lb.	0.11	0.11	8,603.76	8,603.76
Structural Steel	21,711.3	Lb.	0.33	0.33	7,164.73	7,164.73
Remove Old Bridge		Each			2,500.00	2,500.00
Erect Truss		All			7,000.00	7,000.00
PA #1, Quarry Run Rock in Place	174	Cu. Yd.	3.00	2.82	490.55	522.00
PA #2, Cement Adjustment, Favor of State	1.3	Bbl.	4.63			- 6.02
					$197,705.48	$237,320.09

Gross Revenue	$237,320.09
Total Cost	197,705.48
Net Profit	$ 39,614.61

Net Profit Equals 16.6% of Gross Revenue

Tangent (Orleans-Oak Creek School) Section
Contract #3734

Detail of Cost

Labor:

Labor	$25,690.25	
Labor Insurance	1,567.10	
		$27,257.35

Materials:

24" Corr. Metal Pipe	24	Lin. Ft.	at	$4.45	$ 106.80	
24" " " Bands	3	Each	"	5.47	16.41	
60" " " Pipe	109	Lin. Ft.	"	16.35	1,782.15	
60" " " Bands	6	Each	"	20.51	123.06	
36" Corr. Metal Arch Type Pipe	44	Lin. Ft.	"	6.60	290.40	
36" Corr. Metal Arch Type Band	1	Each	"	6.60	6.60	
72" Corr. Metal Arch Type Pipe	162	Lin. Ft.	"	23.23	3,763.26	
72" Corr. Metal Arch Type Bands	4	Each	"	44.42	177.68	
12" Concrete Pipe	1,557	Lin. Ft.	"	0.80	1,245.60	
18" " "	1,344	" "	"	1.65	2,217.60	
24" " "	201	" "	"	2.45	492.45	
30" " "	102	" "	"	3.40	346.80	
3/4"-0 Cr. Rock Purchased from Commercial Plant	1,195	Cu. Yd.	"	2.00	2,390.00	
Crushed Oiling Aggregate	4,887	" "	"	2.50	12,217.50	
RC-3 Asphalt	127.99	Ton	"	24.50	3,135.76	
150-200 Asphalt	412.03	"	"	22.00	9,064.66	
Freight on Asphalt	540.02	"	"	3.20	1,728.06	
Sand and Cement for Concrete Pipe					20.65	
						39,125.44

Equipment Rental & Misc. Supplies:

Equipment Rental, Owned	$ 9,875.00	
" " , Hired Fully-operated	25,185.54	
Gas, Oil and Grease	5,532.12	
Move In, Freight and Cartage	2,316.93	
Small Tools & Misc. Supplies	162.87	
Bond	1,778.16	
Home Office and Overhead	3,568.02	
P.U.C.	78.46	
Paid for Gravel Pit	1,000.00	
P.L. and P.D. Insurance	321.13	
		49,817.53

Paid Tom Lillebo for Bridge Building and Removing Old Bridge	$54,926.71

Paid to Diamond Rock Co. for Clearing and Excavation	$26,578.45	
		$ 81,505.16
Total Cost		$197,705.48

Tangent (Orleans-Oak Creek School) Section
Contract #3734

Remarks:

This was a "Federal Aid Project" for grading and oil mat surfacing of 7.56 miles of the Orleans-Lebanon County Road and the construction of one reinforced concrete bridge in Linn County.

The contract was bid and awarded May 27th, 1952. Work was started June 5th, 1952, and the project was completed June 25th, 1953.

The clearing and grubbing, general excavation, truck haul and finishing roadbed and slopes were subcontracted to the Diamond Rock Co. He moved in three D-7 and two D-8 Caterpillar tractors with dozers and one small cat equipped with a special bull rake and hoist for piling brush. He also rented two Model E-9 LeTourneau Tournapulls for the long haul excavation. Good progress was made on the clearing and excavation. The excavated material, which was dry dirt, moved easily. Burning was delayed because of the hot, dry season.

The contractor leased for $1,000 a good gravel pit only 1.3 miles from the west end of the project, which was 2.5 miles nearer the job than the anticipated source. The reduced cost in royalty and truck haul on pit-run gravel in base resulted in a larger profit for the contractor. Excellent production was obtained by using a 3/4 cubic yard Lima shovel in the pit and hired trucks for hauling.

The crushed materials were purchased from the Willamette Sand and Gravel Company. The price paid for this material included hauling and stockpiling on the job.

Oiling operations were started September 3rd, 1952, and completed September 19th, 1952, except for about two thousand feet at the Calapooya Bridge and two small bridges east of the Pacific Highway. Asphalt was shipped from Portland by motor transports. Oiling was delayed by wet weather.

The bridge was constructed by Tom Lillebo, bridge contractor, at unit bid prices. The construction of the bridge was not started until October 1952, and it was not placed in service until March 13th, 1953. The contractor had to return his shovel, trucks and oiling equipment to surface and oil the approaches to the bridge in June 1953.

Good supervision, ample equipment and good weather with favorable bid prices resulted in a large profit.

E. H. Clymer
Chief Cost Analyst

By . . C. G. Lammers

RECEIVED
DEC 30 1953
FOR FILING

3-1197

3734

December 30, 1953

Mr. J. F. Taggart
620 Seventh St.
Salem, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for any extension of time from October 31, 1952 to June 25, 1953 within which to complete your contract No. 3734, covering the Tangent (Orleans-Oak Creek School) Section on the Orleans-Lebanon County Road in Linn County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

[illegible] Walters,
Resident Engineer

H. G. Smith,
Construction Engineer

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

December 8, 1953

NOTED
Harold C. Ayers

RECEIVED
DEC 10 1953
ENGINEER
[illegible]

NOTED
J. F. HAGEMANN

Mr. L. P. Hopkins, Supt.
Southern Pacific Company
Union Station
Portland 9, Oregon

Contract 3734
L-119(1)

Dear Sir:

Reference is made to your letter dated November 20, having reference to the lack of advance railroad warning signs on the new secondary highway between US99 and Lebanon.

The above reference is to the Orleans-Lebanon County Road, which is under the jurisdiction of Linn County. This highway is, however, eligible for federal funds for improvement, as it is included in the federal secondary highway system.

Our maintenance crews did not install the advance warning signs at your main line crossing as they assumed that such signs were a part of the signalization project. However, we will place the advance warning signs in the near future, but the responsibility for their future maintenance rests with Linn County.

Advance warning signs, where this county road crosses your Woodburn-Springfield branch, are purely an obligation of Linn County and not of the Highway Department.

Very truly yours,

R. H. Baldock
State Highway Engineer

By W. W. Stiffler

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. W. O. Widdows
Mr. J. W. Cattrall ✓

F.A.S.

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO

November 20, 1953

Mr. R H Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Attention - Mr. W W Stiffler
Asst. State Highway Engineer

**PLEASE RETURN TO
W. W. STIFFLER
FOR FILING**

Dear Sir:

We note State has no advance railroad warning sign on their new secondary highway between Highway 99 and Lebanon.

This highway crosses Southern Pacific Company's main line at P-685.9 and is known as your Orleans-Lebanon Road. This highway also crosses the Woodburn-Springfield Branch and there are no advance warning signs for that crossing.

Would appreciate your investigating and have signs installed.

Yours truly,

22.7-1926-295

RECEIVED
OFFICE OF
SIGNING ENGINEER

RECEIVED
NOV 23 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 7 1953
FOR FILING

3484

December 4, 1953

Oregon State Highway Commission

Request for extension of time
No. 26
December 10 and 11 meeting

Gentlemen:

When we awarded the contract for the Orleans-Oak Creek School Unit of Linn County federal-aid secondary county road on May 27, 1952, we had established a time limit of October 31, 1952 for the completion of the project, which unquestionably was a very tight schedule, as it involved a grading, surfacing, and oiling project, 7.3[illegible] miles in length, costing $144,000. The contractor, however, completed all of the grading, surfacing, and oiling work by September 30 with two exceptions: (1) a 1,000-foot section at the crossing of the Calapooya River, where the new bridge, under separate contract, was not completed; (2) two short sections of 500 feet each at locations which called for installation of arch-type steel culvert pipe and the contractor was not able to obtain delivery from the factory in time to make the installation by the time limit.

The bridge subcontractor was Tom Lillebo, and he was delayed in starting the work and did not begin actual construction until after the time limit had expired. After starting the bridge work he carried it rapidly to completion, and when favorable weather occurred in the spring of 1953 the contractor oiled the short gaps within a week's time and completed all work on June 25.

The Bureau of Public Roads will not concur in an extension of time without penalty beyond December 31, 1952. This would mean that the contractor would be assessed engineering costs for the period January 1 to June 25, the date of completion.

Subsequent to December 31 there was only a nominal engineering cost on the road work, as the contractor completed the approaches to the bridge and oiling thereof in a period of approximately three weeks' time. The principal engineering costs would be $1,400 of bridge engineering costs, and this can nowise be considered excess costs, for the reason that the total engineering costs on the bridge were about $1,600, which is only three per cent on the $55,000 bridge project. These same engineering costs would have been necessary even though the project had been completed on time.

While I concede that the subcontractor, Mr. Lillebo, was negligent in starting work on the project, due to his satisfactory prosecution of the work after starting and his long satisfactory record with the State Highway Commission, I believe he should be granted the extension without penalty. I recommend that you grant the extension of time as requested from October 31 to June 25, even though the Bureau of Public Roads does not concur.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

WCW:me hi

RECEIVED
FOR FILING

FORM E-30 37,000 4-52 [illegible]

3734

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 3, 1953

SUBJECT:

To:

Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Dear Sir:

Herewith five copies of Request for Extension of Time from J. R. Taggart on the Orleans-Oak Creek School Contract No. 3734.

These forms are to be attached to the letter which you are submitting to the Commission regarding the time extension.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:js

Encls.

Draft

Not used

Oregon State Highway Commission

When we awarded the contract for the Orleans-Oak Creek School unit of Linn County federal-aid secondary county road on May 27, 1952 we had established a time limit of October 31, 1952 for the completion of the project, which unquestionably was a very tight schedule, as it was a $244,000 grading, surfacing, and oiling project, 7.56 miles in length. The contractor, however, completed all of the grading, surfacing, and oiling work by September 30 with two exceptions: (1) a 1,000-foot section at the crossing of the Calapooya River, where a new bridge was not completed; (2) ~~other~~ 2 short sections of 500 feet each at locations which called for installation of arch type steel culvert pipe and the contractor was not able to obtain delivery from the factory in time to make the installation by the time limit.

The bridge subcontractor was Tom Lillebo, and he was delayed in starting the work and did not begin actual construction until after the time limit had expired. After starting the bridge work he carried it rapidly to completion, and when favorable weather occurred in the spring of 1953 the contractor oiled the short gaps within a week's time and completed all work on June 25.

~~The Bureau of Public Roads has refused to concur in an extension of time on this project without penalty. I do not believe it has given due consideration to the short time limit established on this project and further to the fact that the only penalty we could exact is excess engineering. Actually there is a very minor amount of excess engineering cost, as the only engineering that could be charged to the contractor would be that actually expended in the field after expiration of the time limit. This consisted of bridge engineering costs in the amount of $1,736.44, and only $50.62 had been expended before expiration of the time limit.~~ Had the bridge been completed within the time limit the same engineering expense would have been necessary by reason of the expenses of the Resident Bridge Engineer and inspectors. The amount of engineering required for the approximate one week's work in oiling the gaps at the bridge and culvert sites was negligible.

It is my opinion that the completion of the contract within the specified October 31 time limit was not wholly the fault of the contractor, and, as the engineering expenses on the project were under the engineering authorization, I recommend your approval of the extension of time without penalty even though the Bureau of Public Roads does not concur.

RHB

WCW:me

cc Mr. W. C. Williams
Mr. H. G. Smith

November 30, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have reviewed your letter of November 25, 1953 with attachment concerning the time overrun on Project S-119(1), Tangent Section, Orleans-Lebanon Road.

In our opinion the apparent flagrant disregard of the special provisions relating to time of completion by the bridge contractor should not be condoned to the extent of granting a full time extension to date of completion without penalty. To do so would not be playing fair with the traveling public who were forced to use a detour road of several miles length during construction which was performed during the rainy season. Neither would it be fair to other contractors who bid the project with the understanding that they must complete the project within a specified time or suffer a monetary penalty. Usually contractors, knowing a project cannot be completed within the time limit specified, provide a contingency in the nature of increased unit prices to compensate for the estimated time overrun penalty. Under this premise a contractor is, in effect, receiving a bonus should the time overrun not be subject to penalty.

Lillebo, the bridge contractor, at this time had, at least, 11 other contracts involving about 22 bridges. He did not possess adequate organization or equipment to handle this size program and as a consequence, all but two contracts overran the time limit. At your request a full time extension without penalty was approved by this office in each instance. It might be mentioned also, that reports from our inspectors were to the effect that the degree of workmanship on several of the Lillebo contracts was not up to the average maintained by other bridge contractors.

Your statement that the only penalty that can be exacted is excess engineering costs is not clearly understood since the specifications clearly provide that "the contractor will reimburse the State for engineering expenses, incurred in connection with the work during the period of the extension (not exceeding $25.00 per day) and that the contractor will reimburse the State, also for any extra expense . . .".

We do, however, recognise certain extenuating circumstances on the subject contract, among which are the following.

(1) Since Lillebo was a subcontractor, it is possible that the prime contractor, through no fault of his own other than an unwise choice of Lillebo as a subcontractor, would suffer the penalty if assessed.

(2) Considering the fact that all bridge engineering costs were incurred subsequent to specified completion date, assessment of the full penalty might be considered as too high.

(3) A short delay in obtaining arch type culvert pipe.

In view of these circumstances we will, if you request it, recommend for approval a time extension to December 31, 1952 without penalty and a further extension to date of completion with penalty assessed.

The rough draft of your proposed letter to the Highway Commission is returned herewith.

Very truly yours,

C. G. POLK
District Engineer

Encl.

November 25, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

I attach hereto a copy of a letter which we are submitting to the State Highway Commission with considerable reluctance. In the first instance, I feel that we are at fault in setting such a short time limit on the project, and in the second instance, I can not see where we can prove excess engineering costs on the project. There was, of course, some inconvenience to the traveling public by reason of the detour, but this is not an item that can be collected from the contractor. Furthermore, if we had established a realistic time limit it would probably have been about June of 1953, and the traveling public would, of course, have had to travel the same old road. This is for your advance information in the event that you might give some consideration to reappraisal of this project and concurrence in the extension.

I do feel that, in the matter of assessing these penalties, we should be tolerant. The State establishes an arbitrary time limit, but we do so on the basis that adjustments can be made. It is a certainty that, when contract time limits are set by a certain number of days, great leeway is left for determination of the actual completion date.

I might suggest that you concur in the extension of time with the proviso that excess engineering penalties be assessed the contractor. This would mean that such excess engineering expenses would be nonparticipating, and we will be glad to confer with you as to what are excess engineering costs. I certainly can not consider the Bridge Department costs as excessive, as they would have been the same regardless of when done, and the greater portion of the Resident Engineer's charges to the project after completion date were costs of re-measuring the job and preparing the final estimates, which costs would have been incurred even though the project was completed on time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:me
Encl.

emorandum

DATE

FROM

TO Tangent - Orleans Contract.

Detour did add about - 3 Miles Add Dist.

Engineering Authorization	$ 18,704.24
Expended to Nov. 1, 1953	18,340-86

NOTED
W. C. WILLIAMS

Expended prior to 10/31/52 -

Constr.	$ 11,917.56
Bridge	50.62
Total	11,967.18

Expended after 10-31-52

Constr.	$4636.86
Bridge	1736.44
Total	6373.30

Total Construction Engr.	$16553.80
" Bridge "	1787.06
Total	$ 18340.86

Bridge Constr. started 10-20-52

DIETZGEN
SAN FRANCISCO
MATERIALS — INSTRUMENTS AND EQUIPMENT
FOR
DRAFTING — SURVEYING AND PRINTMAKING
GARFIELD 1-7550
CALIFORNIA

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 10, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter dated November 5, 1953 requesting our approval of a time extension without penalty from October 31, 1952 to June 25, 1953 for completion of Contract No. 3734, Oregon Project S-119(1), Orleans-Oak Creek School Section. A previous request, dated November 10, 1952, for a time extension without penalty from October 31, 1952 to January 31, 1953 was denied for the reason that work on the Calapooya River Bridge had not even been started on the date of contract time expiration.

As the contributing factors leading to delay in completion mentioned in your November 5, 1953 letter do not appear to have any bearing on the ultimate completion date and because traffic was forced to use a detour of several miles length during the winter months of the time overrun, we will approve the time extension as now requested only on the condition that the engineering penalty be assessed for the entire period of the overrun.

Very truly yours,

G Polk

C. G. POLK
District Engineer

RECEIVED
NOV 10 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 3 - 1953
FOR FILING

S-119 (1)

3734

December 2, 1953

Phoenix Indemnity Company
Pacific Coast Department
360 Pine Street
San Francisco 4, California

Attention: Mr. Robert T. Pierce

Gentlemen:

State Highway Contract No. 3734, awarded to J. R. Taggart, for work on the Tangent Section of the Orleans-Lebanon Linn County Road was completed June 25, 1953, but to date has not been accepted by the Commission nor has the final contract price been fully determined. Inquiry reveals that acceptance has been held up due to nonreceipt of a request for an extension of time from October 31, 1952, to the date of completion.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Phoenix Indemnity Company

PACIFIC COAST DEPARTMENT
360 PINE STREET
SAN FRANCISCO 4, CALIFORNIA

J. S. SHEPPARD
VICE PRESIDENT

November 27, 1953

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: Contract No. 3734 - Bridge, grading and surfacing on the Tangent (Orleans-Oak Creek School) Section of the Orleans-Lebanon County Road in Linn County
Contractor - J. R. Taggart
Our Bond No. 24493

Gentlemen:

We have not heard from you since your letter of September 11th regarding acceptance of this contract and determination of the final contract price.

We shall appreciate your advising us whether final information on this subject is yet available.

Yours very truly,

Robert T. Pierce

Robert T. Pierce
Bond Department

Final not computed

no time est. in Engr. on job.

RTP:ht

RECEIVED

FOR FILING

S-119(1)

3734

November 5th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Orleans-Oak Creek School Contract #3734, Oregon S-119(1), from October 31st, 1952, to June 25th, 1953, to J. R. Taggart, contractor.

Several contributing factors prevented the completion of this project within the specified limits. Two arch type culverts were specified and were not obtainable due to a steel strike. The placing of these culverts was not accomplished until the season was too far advanced for oiling.

The time set up for the job was actually too short to permit completion of the bridge, although the road was in use by virtue of a detour around the bridge construction.

I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

R

cc to: H. G. Smith

RECEIVED
FOR FILING

[illegible]

September 11, 1953

Phoenix Indemnity Company
Pacific Coast Department
360 Pine Street
San Francisco 4, California

Attention: Mr. Robert T. Pierce

Gentlemen:

State Highway Contract No. 3734, awarded to J. R. Taggart for work on the Tangent (Orleans-Oak Creek School) Section, was completed June 25, 1953, but to date has not been accepted by the Commission, neither has the final contract price been determined. As soon as the contract has been accepted and before final payment is made, we will advise you concerning the information you have requested.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ
md

Phoenix Indemnity Company

PACIFIC COAST DEPARTMENT
360 PINE STREET
SAN FRANCISCO 4, CALIFORNIA

J. S. SHEPPARD
VICE PRESIDENT

September 9, 1953

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: Contract No. 3734 - Bridge, grading and surfacing on the Tangent (Orleans-Oak Creek School) Section of the Orleans-Lebabon County Road in Linn County
Contractor - J. R. Taggart
Our Bond No. 24493

Gentlemen:

This will acknowledge receipt of your letter of September 4, 1953 advising that the State Highway Commission is prepared to release semi-final payment in the amount of $10,050.81 to the Contractor.

Please advise this company the formal date of acceptance of the completed contract. We also would appreciate your telling us the final contract price.

Yours very truly,

Robert T. Pierce

Robert T. Pierce
Bond Department

RTP:ht

RECEIVED
FOR FILING

[illegible]
3734

September 4, 1953

Phoenix Indemnity Co.
360 Pine Street
San Francisco, Calif.

Attention: Mr. J. A. Wynne

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. R. Taggart in connection with contract No. 3734, for bridge, grading and surfacing on the Tangent (Orleans-Oak Creek School) Section of the Orleans-Lebanon County Road in Linn County.

This payment, in the amount of $10,050.81, will be released to the contractor on or after September 14, 1953. The retained percentage is $7,114.51.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. J. S. Lochead
316 N. Church St.
Salem, Oregon

246

NOTED
Harold C. Ayers

July 2, 1953

Honorable E. G. Arnold
Linn County Judge
Albany, Oregon

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Sir:

Contract No. 3734 for grading, surfacing, and paving the Tangent Section of the Albany-Brownsville County Road, FAS 246, in Linn County was completed on June 25, 1953.

216

Under the terms of the maintenance agreement signed by the county on May 21, 1952, and the state highway commission on May 27, 1952, the county now assumes the maintenance of and continues jurisdiction over the above project as of the date of completion, June 25, 1953.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:MM

NOTED
J. F. HAGEMANN

RECEIVED

FOR FILING

FORM E-10X 25M 11-50 44702

2-119-11

3734

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 30, 1953

SUBJECT: Southern Pacific Company Bill No. 427293
RR Signals - Orleans-Lebanon Road
North of Tangent
FAS 216 - Linn County

To: G. S. Paxson
Bridge Engineer
Bridge Department
Office

NOTED
W. C. WILLIAMS

I hand you herewith four approved copies of a bill submitted to the State Highway Commission by the Southern Pacific Company in the amount of $2,418.37, which is 50% of the total cost of signalizing the above crossing (PUC Crossing No. C-685.9).

The State Highway Commission approved this installation at their meeting of October 20, 1952, and on the same date signed an agreement covering this matter with the Southern Pacific Company. The original copy of this agreement is a matter of record with the legal Department under file PUX 71 - Signals.

This office has checked with Mr. Probert's and find that contract No. 3734 for the Tangent-Orleans, Oak Creek School section of Federal Aid Secondary No. 216 can be charged with the cost of installing these signals. The prefix is 222-1046.

F. B. Crandall

F. B. Crandall
Traffic Engineer

JAH:jl
Attach. 4
cc - W. C. Williams

[redacted]

RECEIVED
JUL 1 1953
FOR FILING

-119(1)

3734

June 30, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 25, 1953 on Contract No. 3734, Tangent (Orleans-Oak Creek School) Section, in connection with Federal Aid Project No. FAS-119 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

Form E-1—1046—11-51

5-117(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 20, 1953, 19

Section Tangnet (Orleans-Oak Creek School)

Kind of work Bridge, Grading & Oil Mat Surfacing

Highway Orleans-Lebanon County Road

Section prefix 222-1046

Contractor J.R.Taggart

Contract number 3734

Date of contract May 27, 1952, 19

Date of completion Oct. 31, 1952, 19

Date work started June 5, 1952, 19

Estimated date of completion June 30, 1953, 19

Amount of contract ** $ 244,584.39

Per cent of time elapsed 239 %

Estimated cost of completed project, exclusive of engineering $ 244,584.39

Per cent of contract completed, based on total contract price %

Engineering cost to date $, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

** Authorization less Engineering.

Contractor worked Tuesday, Wed. & Thurs. completing surfacing at Galapooya Bridge approaches. Protested when I told him that he would have to water and set up base material before oiling. Planned to oil Friday but rain prevented.

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

Signed

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.56	7.56		7.56	
Miles partially completed					
Miles completed	7.56	7.56		7.3	
Total estimated quantities	42,500	39,000		5460	
Estimated quantities moved or placed to date	42,464	38,694		5680	
Average daily quantities	624	942			
Average daily quantities necessary to complete project on time	~~complete~~	~~complete~~x	Time expired		
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ....1...., Rollers ....1...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cldy		
Friday	Rain		
Saturday			

State Printing 53382

RECEIVED
JUL 6 1953
FOR FILING

A 11701

3734

4293

ASSIGNMENT

No. 4293
By ~~[illegible]~~

Date: June 15, 1953

Description: Bill from Southern Pacific Company (No. 427293) for expense incurred in connection with installation of two flashing light grade crossing signals near Tangent

Acknowledged by _____ Referred to ___ Gardner ✓ ______

Investigate and report with recommendation
xxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed Rec'd 7/1/53 Report received ______

Remarks: Bill being processed for Payment CAG

NOTED
W. C. WILLIAMS

J. W. [illegible]

NOTED
J. W. CATTRALL

June 11, 1952

Mr. C. C. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Sir:

Attached are four copies of a maintenance agreement and an encroachment resolution covering Tangent Section, Oregon Project S-119(1), on FAS 216 in Linn County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM
Att.

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION
Field Engineer's Weekly Report
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 21, 1953, 19

Section Tangent (Orleans-Oak Creek Scool)

Kind of work Bridge, Grading & Oil Mat surf.

Highway Orleans-Lebanon County Road

Section prefix 222-1046

Contractor J.R.Taggart

Contract number 3734

Date of contract May 27, 1952, 19

Date of completion Oct. 31, 1952, 19

Date work started June 5, 1952, 19

Estimated date of completion June 30, 1953, 19

Amount of contract . . . . $ 234,253

Per cent of time elapsed 180 %

Estimated cost of completed project, exclusive of engineering $244,000

Per cent of contract completed, based on total contract price . . . . 96 %

Engineering cost to date $ 15600, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor placed 54 C.Y. of surfacing Monday to about complete the bridge approaches Calapooya bridge. Some material will be placed later to level up as is compacted before the oiling of the approaches is finished.

NOTED
FORREST COOPER

RECEIVED
MAR 27 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed S Walters

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.56	7.56		7.56	
Miles partially completed					
Miles completed	7.56	7.3		7.3	
Total estimated quantities	42,500	39,000		5460	
Estimated quantities moved or placed to date	42,462	38,464		5680	
Average daily quantities	624	986 ~~[illegible]~~		568	
Average daily quantities necessary to complete project on time	Time expired				
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		8			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	cldy		
Wednesday	rain		
Thursday	"		
Friday	"		
Saturday			

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

2-111(1)

3734

January 19, 1953

Mr. J. R. Taggart
525 Rose Street
Salem, Oregon
3942

NOTED
W. C. WILLIAMS

Dear Sir:

Re: Orleans-Lebanon County Road Project

We have a request for an extension of time to and including January 31 in order to complete the work on this project. The work yet to be completed consists entirely in the construction of the bridge over the Calapooya River. Our latest reports do not indicate that the bridge job will be completed by January 31, and we would suggest that a more realistic completion date be established and that you submit a new request for time extension.

In the request now before us, the only reason given for the extension is the misunderstanding of Mr. Lillebo as to the completion date of the contract. After discussion with the Bureau of Public Roads it does not seem that this is sufficient reason for the extension without penalty, and it is suggested that the matter be re-examined prior to the submission of the new time extension request.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm

cc Tom Lillebo
H. G. Smith
W. C. Williams

No. 3942
By wcw

ASSIGNMENT

anuary 12, 1953

Description: **Letter of December 23 by R. H. Tokerud of the BPR regarding extension of time on Tangent (Orleans to Oak Creek School) Section, Project S-119 (1)**

Acknowledged by _____ Referred to __ ~~Mr. Paxson~~ ✓ ______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed _________ Report received 1-20-53
mc

Remarks:

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

December 23, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Tangent (Orleans to Oak
Creek School) Section
Project S-119(1)

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to your letter of November 10, 1952 requesting our concurrence in an extension of time on the above project from October 31, 1952 to January 31, 1953 without penalty.

The proposed time extension does not permit sufficient time in which to complete the contract. Our records indicate that the structural steel for the Calapooya River Bridge has not yet been delivered to the site. In any event, the cleaning and painting of the steel truss cannot be accomplished until next spring.

We do not consider that Mr. Lillebo's misunderstanding of the completion date is sufficient justification for granting a time extension.without penalty. Unless further justification can be furnished, we can recommend for approval the time extension requested only on the condition that the engineering penalty be assessed for the entire period of overrun.

Very truly yours,

C. G. POLK
District Engineer

By R. H. Tokerud

R. H. TOKERUD
Highway Bridge Engineer

RECEIVED
JAN 12 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
1952
FOR FILING
FORM E-80 27,500 4-52 [illegible]

RAILROAD COMPANIES
FILE No.

S-119[illegible]

27[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 1, 1952

SUBJECT: PUX 71 - Signals
Orleans-Lebanon Road (N. of Tangent)
Linn County

To: Mr. H. B. Glaisyer
Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you executed duplicate agreement with Southern Pacific Company relative to the installation and maintenance of signals on the Orleans-Lebanon County Road, approximately one mile north of Tangent.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. 1

cc with agreement & map to:

Mr. W. C. Williams
Mr. E. A. Collier (2)
Mr. H. G. Smith (2)
Mr. J. D. Walker
Mr. F. B. Crandall

[illegible] to file

RECEIVED
FOR FILING
S-119(1)
3734

B-2000-B

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO

GMO-51722

November 19, 1952

Hon. Charles H. Heltzel
Public Utilities Commissioner
State of Oregon
Salem, Oregon

Dear Sir:

For your information, on November 6, 1952, we placed in service the flashing light signals at grade crossing on Market Road #11-C, Lebanon-Orleans Road, Linn County, MP-685.9 north of Tangent.

Yours truly,

Original
(Signed) L. P. HOPKINS

cc-Mr. R H Baldock
Highway Commission
State of Oregon
Salem, Oregon

RECEIVED
NOV 14 1952
FOR FILING

S-119 (1)

November 10, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Bldg.
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3734, Tangent (Orleans-Oak Creek School Section), Ore. S-119 (1), from October 31st, 1952 to January 31st, 1953, to J. R. Taggart, contractor.

Mr. Taggart subcontracted the bridge to be constructed under this contract to Mr. Tom Lillebo. Mr. Lillebo understood that the completion date was next spring, and therefore arranged his schedule to handle this bridge construction as a winter job. This error has now been corrected and the bridge will be completed by the requested extension date.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

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files ~~[illegible]~~

S-119(1)

3734

Salem, Oregon
October 23, 1952

Agenda Item 4-k

Mr. C. W. Enfield
Chief Counsel
Office

Attention: Mr. J. W. DeSouza

Attached is the original and a duplicate copy of an agreement with the Southern Pacific Company relative to installation of flashing signals at grade crossing of Orleans-Lebanon County Road and the Southern Pacific tracks in Linn County, Oregon. These copies have been executed by the State Highway Commission and are now ready for the signatures of the officials of the Railroad Company.

Yours very truly,

Secretary

rn
Attach: 2

received for filing 12/2/52

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FORM E-90 37,000 4-52

S-115(1)

3734

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4-K

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 14, 1952

Glaisyer for Comm approval.

SUBJECT: PUX 71 - Signals, Oreleans-Lebanon Rd. North of Tangent, Linn County- S.P. Co.

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

RAILROAD COMPANIES
FILE No. 399

Dear Mr. Williams:

Herewith I hand you two copies of agreement between Southern Pacific Company and Oregon State Highway Commission with reference to the installation of flashing light signals at crossing No. C-685.9 one mile North of Tangent, Oregon, on the Orleans-Lebanon Road.

It is requested that after execution by the Commission, both copies of the agreement, together with the letter from Mr. Hopkins, be returned direct to me so that copies may be made for our files. The copies of the agreements executed by the Commission then will be forwarded to Mr. Hopkins.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. 2

50/50 project covered

"A"
2 copies to be signed

MAP

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OCT 15 1952
OFFICE OF
STATE HIGHWAY ENGINEER

STC
NOTED
W. C. WILLIAMS

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FORM E-30 37,000 4-52 [illegible]

S-119(1)
3734

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 6, 1952

RAILROAD COMPANIES
FILE No. RR 377

SUBJECT: Pux 71 - Automatic signals
Orleans-Lebanon Road
North of Tangent

To:
Mr. W. C. Williams ✓
Mr. H. G. Smith (2)
Mr. E. A. Collier (2)
Mr. J. D. Walker

Gentlemen:

Herewith I hand you copy of PUC Order No. 30645 with reference to the installation of automatic electric signals at the Orleans-Lebanon crossing of the tracks of Southern Pacific Company North of Tangent in Linn County, Oregon.

Very truly yours,

J. W. DeSouza B.

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc.

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OCT 2 1952
LEGAL

Order #30645

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2366

In the Matter of the Application of the State)
of Oregon, by and through its State Highway)
Commission, for authority to install automatic)
electric signals at the Orleans-Lebanon Road)
with the tracks of Southern Pacific Company at) ORDER
grade, in the Southwest quarter of the North-)
west quarter ($\mathrm{SW}\frac{1}{4}$ $\mathrm{NW}\frac{1}{4}$) of Section 6, Township)
12 South, Range 3 West, W.M., North of Tangent)
in Linn County, Oregon.)

The Orleans-Lebanon Road crosses at grade the main line tracks of Southern Pacific Company North of Tangent in Linn County, Oregon. The grade crossing is designated as No. C-685.9 in the Commissioner's Catalog of the Crossings of the State of Oregon and is at the present time protected by one standard crossbuck and two advance warning signs.

The State of Oregon, by and through its State Highway Commission, on August 15, 1952, applied for authority to install automatic electric signals at Crossing No. C-685.9. In conjunction therewith, the State of Oregon, by and through its State Highway Commission, and Southern Pacific Company have agreed and stipulated that the automatic signals be acquired and installed and thereafter maintained by Southern Pacific Company and that the State of Oregon, by and through its State Highway Commission, be required to reimburse Southern Pacific Company from State funds to the extent of fifty per cent (50%) of the cost of acquisition and installation of the signals.

The installation of the automatic signals is necessary and desirable and in the interests of public safety both to traffic on the railroad and to traffic on the highway, and the Commissioner being fully advised in the premises; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to install automatic electric signals at grade crossing No. C-685.9 of the tracks of Southern Pacific Company with Orleans-Lebanon Road in the Southwest quarter of the Northwest quarter of Section 6, Township 12 South, Range 3 West, Willamette Meridian, North of Tangent in Linn County, Oregon, is granted; and it is further

ORDERED that such installation shall consist of two Commissioner's Standard No. 2 automatic flashing light signals, actuated by trains approaching the crossing and located at proper locations on each side of the crossing; and it is further

ORDERED that said signals shall be acquired and installed, and thereafter maintained by Southern Pacific Company, and that Oregon State Highway Commission shall reimburse Southern Pacific Company from State funds to the extent of fifty per cent (50%) of the cost of the acquisition and installation of said signals; and it is further

ORDERED that prior to the installation of the signals Southern Pacific Company shall submit to the Commissioner's office complete wiring diagram of the proposed installation; and it is further

ORDERED that upon completion of the installation of the signals the crossing shall retain the designation C-685.9 for identification in the Commissioner's Catalog of the Crossings of the State of Oregon, and such designation shall be placed on the signals in the customary manner, and thereafter maintained by Southern Pacific Company; and it is further

ORDERED that Oregon State Highway Commission shall maintain, at its own expense, the advance warning signs now protecting the crossing.

Made and entered this 2nd day of October, 1952.

CHAS. H. HELTZEL

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

RECEIVED
FOR FILING
S 119 (1)

2734

Mr. Enfield.

Please check - if OK sign + return please.

WcW.

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OCT 8 1952
LEGAL DEPT

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO

October 3, 1952

GMO-51722

RECEIVED
OCT 8 1952
LEGAL

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Please refer to yours of May 8, relative to installation of flashing light signals at Crossing C-685.9, one mile north of Tangent, Oregon.

Attached are two copies of agreement between the Southern Pacific Company at the Oregon State Highway Commission, covering this installation. Will you please pass these through for signature of the officials of the Commission. Also, their signatures should be acknowledged. After same has been handled, please return for execution by our Company, after which one copy will be returned to you for your files.

W. C.

Yours truly,

~~Form PR~~ 2 (Revised 1948)

R8 672

State Oregon

Project No. S-119(1)

S-111(1)

Federal Aid Secondary
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

2734

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of October, 1952, by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 12th day of May, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifty-six thousand, and 00/100 dollars ($156,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11879-3

[illegible] Engr. & Cont.	2,397.00
Total	$59,367.00

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1+08 on the south line of Section 32, T-11-S, R-4-W, W.M., and survey station 400+70 in the east half Section 4, T-12-S, R-3-W, W.M., except stations 145+03 to 146+89, 150+07 to 151+12, 169+91 to 171+43, and 237+45.47 to 237+67.77., length 7.619 miles, in Linn County, being Oregon Federal Aid / Secondary project No. S-119(1), consisting of 7.558 miles of roadway and one bridge of more than 20 feet clear span, 0.061 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

OREGON DIVISION
OCT 6 1952
RECEIVED

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred fifty-six thousand, and 00/100 dollars ($156,000.00), which does not exceed the authorized Federal pro rata share of two hundred fifty-seven thousand, six hundred seventy-eight and 30/100 dollars ($257,678.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chapter 529, Laws 1939
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Total $59,367.00

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest:
/s/ H. B. Glaisyer
Secretary

(SEAL)

By /s/ Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By /s/ Chas. H. Reynolds
Member, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:
/s/ R. H. Baldock
State Highway Engineer

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By /s/ [illegible] E. Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED JUL 6 1952 FILE

Oregon State Highway Department

Federal Aid Secondary
Project No. S-119 (1)

TANGENT (ORLEANS TO OAK CR. SCHOOL) SECTION
OF THE ORLEANS-LEBANON ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 24, 1952

Type Code 5231
Roadway (Sta. 1+08.0 to 237+45.47) (Sta. 237+67.77 to 400+70)

All Required		Clearing and Grubbing		$ 12,350.00
500	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,500.00
42,000	cu. yds.	General Excavation, Unclassified	0.55	23,100.00
5,600	yd. mi.	Truck Haul	0.25	1,400.00
7.56	miles	Finishing Roadbed and Slopes	600.00	4,536.00
50	lin. ft.	24-inch Corrugated Metal Pipe	6.00	300.00
120	lin. ft.	60-inch Corrugated Metal Pipe	24.00	2,880.00
50	lin. ft.	36-inch Arch Type Corrugated Metal Pipe	12.00	600.00
180	lin. ft.	72-inch Arch Type Corrugated Metal Pipe	28.00	5,040.00
1,300	lin. ft.	12-inch Concrete Pipe	2.00	2,600.00
1,350	lin. ft.	18-inch Concrete Pipe	3.50	4,725.00
50	lin. ft.	24-inch Concrete Pipe	4.50	225.00
70	lin. ft.	30-inch Concrete Pipe	6.50	455.00
870	lin. ft.	Salvaging Culvert Pipe	2.00	1,740.00
38,000	cu. yds.	Pit-run Gravel in Base	1.75	66,500.00
1,000	cu. yds.	3/4" - 0 Material in Shoulders	4.00	4,000.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
7.56	miles	Preparation of Base	200.00	1,512.00
960	cu. yds.	3/4" - 0 Material in Binder Course	4.50	4,320.00
4,500	cu. yds.	Furnishing and Placing Aggregates	4.00	18,000.00
170	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	6,800.00
420	tons	Furnishing and Placing 150-200 Asphalt	35.00	14,700.00
			Subtotal	$180,283.00
			10% Engr. & Cont.	18,028.30
			Total	$198,311.30

Type Code X032
Bridge (Sta. 125+54.85 to Sta. 128+78.32)

2,700	lin. ft.	Furnish Treated Piling	$ 1.90	$ 5,130.00
74	each	Drive Piles	45.00	3,330.00
3.5	M-FBM	Treated Lumber in Place	420.00	1,470.00
330	cu. yds.	Class "A" Concrete	62.00	20,460.00
77,000	lbs.	Metal Reinforcement	0.11	8,470.00
17,000	lbs.	Structural Steel	0.33	5,610.00
All Required		Remove Old Bridge		2,500.00
All Required		Erect Steel Span		7,000.00
			Subtotal	$53,970.00
			10% Engr. & Cont.	5,397.00
			Total	$59,367.00

Length of Roadway	7.558 miles
Length of 1 Bridge (Calapooya Cr.)	0.061 mile
Length of 3 Bridges	0.073 mile (Exceptions)
Total Length	7.692 miles
Cost per Mile, Roadway	$26,238.59

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Roadway	$198,311.30	$120,058.85	$ 78,252.45
Bridge	59,367.00	35,941.15	23,425.85
	$257,678.30	$156,000.00	$101,678.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
Funds for Maintenance: Chap. 529, laws 1939.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S 119(1), Tangent Section of the Orleans-Lebanon County Road in Linn County have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Please forward the usual copies of county maintenance agreement and encroachment resolution prior to submission of the project agreement estimate.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S 119(1), Tangent Section of the Orleans-Lebanon County Road in Linn County have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Please forward the usual copies of county maintenance agreement and encroachment resolution prior to submission of the project agreement estimate.

Very truly yours,

C. G. Polk
District Engineer

TANGENT (ORLEANS-OAK CREEK SCHOOL) SECTION

Project No. S-119 (1)

While negotiation for rights of way are in progress, 21 parcels have not been acquired but it is now believed that all necessary rights of way or rights of entry can be made fully available within eighteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 9, 1952

Oregon State Highway Department

Federal Aid Secondary
Project No. S-119 (1)

TANGENT (ORLEANS TO OAK CR. SCHOOL) SECTION OF THE ORLEANS-LEBANON ROAD IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 9, 1952

Type Code 5231
Roadway (Sta. 1+08.0 to 2.37+45.47) (Sta. 237+67.77 to 400+70)

All Required		Clearing and Grubbing		$ 8,000.00
500	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,500.00
42,000	cu. yds.	General Excavation, Unclassified	0.45	18,900.00
5,600	yd. mi.	Truck Haul	0.20	1,120.00
7.56	miles	Finishing Roadbed and Slopes	600.00	4,536.00
50	lin. ft.	24-inch Corrugated Metal Pipe	5.00	250.00
120	lin. ft.	60-inch Corrugated Metal Pipe	25.00	3,000.00
50	lin. ft.	36-inch Arch Type Corrugated Metal Pipe	10.00	500.00
180	lin. ft.	72-inch Arch Type Corrugated Metal Pipe	27.00	4,860.00
1,300	lin. ft.	12-inch Concrete Pipe	2.00	2,600.00
1,350	lin. ft.	18-inch Concrete Pipe	3.50	4,725.00
50	lin. ft.	24-inch Concrete Pipe	5.00	250.00
70	lin. ft.	30-inch Concrete Pipe	7.50	525.00
870	lin. ft.	Salvaging Culvert Pipe	2.00	1,740.00
38,000	cu. yds.	Pit-run Gravel in Base	1.75	66,500.00
1,000	cu. yds.	3/4" - 0 Material in Shoulders	3.50	3,500.00
1,000	M-gals.	Sprinkling	2.50	2,500.00
7.56	miles	Preparation of Base	250.00	1,890.00
960	cu. yds.	3/4" - 0 Material in Binder Course	4.00	3,840.00
4,500	cu. yds.	Furnishing and Placing Aggregates	4.50	20,250.00
170	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	7,650.00
420	tons	Furnishing and Placing 150-200 Asphalt	42.00	17,640.00
		Subtotal		$176,276.00
		10% Engr. & Cont.		17,627.60
		Total		$193,903.60

Type Code X032
Bridge (Sta. 125+54.85 to Sta. 128+78.32)

2,700	lin. ft.	Furnish Treated Piling	$ 1.60	$ 4,320.00
74	each	Drive Piles	50.00	3,700.00
3.5	M-FBM	Treated Lumber in Place	300.00	1,050.00
330	cu. yds.	Class "A" Concrete	65.00	21,450.00
77,000	lbs.	Metal Reinforcement	0.12	9,240.00
17,000	lbs.	Structural Steel	0.30	5,100.00
All Required		Remove Old Bridge		500.00
All Required		Erect Steel Span		7,000.00
			Subtotal	$ 52,360.00
			10% Engr. & Cont.	5,236.00
				$ 57,596.00

Length of Roadway	7.558 miles
Length of 1 Bridge (Calapooya Cr.)	.061 mile
Length of 3 Bridges	.073 mile (Exceptions)
Total Length	7.692 miles
Cost per mile, Roadway	$25,655.41

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$193,903.60	$120,274.00	$73,629.60
Bridge	57,596.00	35,726.00	21,870.00
	$251,499.60	$156,000.00	$95,499.60

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3734

Salem, Oregon
August 6, 1952

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Mr. W. O. Widdows
Sign Engineer
Salem, Oregon

Dear Sir:

To conform with requirements of the Public Roads Administration, it will be necessary to install reflectorized cross-buck signs and reflectorized advance warning signs at the grade crossing on the Orleans-Lebanon County Road, approximately 1.7 miles east of the town of Orleans in Linn County.

The crossing referred to is at Station 98+50 of the Orleans-Oak Creek School Section, Contract No. 3734.

This installation should be timed for completion about the same time as the construction project is completed, which is estimated to be October 31, 1952.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JAH:gs

cc: J. D. Walker
Division Engineer

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June 30, 1952

Mr. J. R. Taggart
620 Seventh St.
Salem, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3734, which was awarded to you on May 27, 1952 by the State Highway Commission, covering the Tangent (Orleans-Oak Creek School) Section of the Orleans-Lebanon County Road in Linn County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 30, 1952

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
State Highway Dept.
Office

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between Jack R. Taggart and George M. Cooper, covering Items 1, 3, 4 and 5, on the Tangent (Orleans-Oak Creek School) Contract No. 3734, Ore. S-119 (1), is approved, and you may so inform the interested parties.

Four copies of the subcontract are being returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19, 1952

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
Office

Dear Sir:

The subcontract between Jack R. Taggart and Tom Lillebo, covering Items 23 to 30, inclusive, on the Tangent (Orleans-Oak Creek School) Contract No. 3734, Ore. S-119 (1), is approved, and you may so inform the interested parties.

Four copies of the subcontract are being returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

NOTED
W. C. WILLIAMS

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

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June 10, 1952

NOTED
W. C. WILLIAMS

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 5, 1952 on Contract No. 3734, Tangent (Orleans-Oak Creek School) Section, in connection with Federal Aid Project No. S-119 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

DBP:tp

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Salem, Oregon
June 9, 1952

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto for further handling, are five certified copies of a Maintenance Agreement with Linn County covering the Tangent (Orleans-Oak Creek School) section of FAS Highway 216 in Linn County.

One fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Linn County.

Yours very truly,

Secretary

rn
Attach: 5

AGREEMENT

The County of Linn, State of Oregon, hereinafter referred to as County, and the Oregon State Highway Commission, hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of 7.692 miles of FAS Highway 216 from FAS Highway 202 easterly to the Albany-Brownsville County Road known as the Tangent (Orleans to Oak Creek School) Section, and to be designated as Oregon Project No. S-119(1), and will recommend its approval by the Federal Works Administrator for construction with funds apportioned to the State under the Federal Aid Road Act and Acts amendatory thereof and supplementary thereto; subject, however, to the condition that the County shall provide for its proper maintenance after completion of its improvement.

2. That the said County hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Federal Works Administrator, and agrees that if such project is approved and constructed by the Highway Department and the Federal Works Administrator it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said County agrees to procure at its sole cost and make available before a contract is awarded for said project, a right of way having a width of at least 60 feet throughout, and further agrees to procure and make available such additional width or widths of right of way as may be required for cut and/or

fill slopes.

4. That the said County hereby agrees to bear the cost, if any, of maintaining such of its streets or roads as may be used as detours during the performance of the work on the aforementioned project.

5. That the said County hereby agrees to assume jurisdiction and control of the section or sections of county road or roads eliminated from the route to be constructed and shall maintain or vacate them as the said County may determine.

6. That the said County hereby agrees to establish as a county road, pursuant to the provisions of the laws of the State of Oregon the relocated section or sections of the proposed road.

7. That the said County hereby agrees that:

(a) All signs and traffic control devices and other protective structures erected on or in connection with this project shall be in conformity with such manual of uniform traffic-control devices as may be adopted by the American Association of State Highway Officials, approved by the Highway Department, and concurred in by the Federal Commission of Public Roads.

(b) No signs (other than those specified in paragraph "a" above), posters, billboards, roadside stands, or other private installations shall be permitted within the right of way limits of this project.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the County on the 21st day of May, 1952, and the Highway Department on the 27th day of May, 1952.

COUNTY OF LINN
By E. G. Arnold
County Judge
By W E Downing
County Commissioner
By Floyd D Jenks
County Commissioner

ATTEST:
County Clerk

OREGON STATE HIGHWAY COMMISSION
/s/ By Ben R. Chandler
As Chairman
By
As Commissioner
/s/ By M. K. McIver
As Commissioner

/s/ATTEST: H. B. Glaisyer
Secretary

RECOMMENDED FOR APPROVAL
Assistant State Highway Engineer

Sheet 2
Form cc-33

I, H. B. Glaisyer, hereby certify that I am the duly appointed, qualified and acting Secretary to the Oregon State Highway Commission: that I have compared the foregoing agreement with the original thereof on file in this office and the same is a true and correct copy of said original and of the whole thereof.

Dated this 9th day of June, 1952

of the work on the aforementioned project.

5. That the said County hereby agrees to assume jurisdiction and control of the section or sections of county road or roads eliminated from the route to be constructed and shall maintain or vacate them as the said County may determine.

6. That the said County hereby agrees to establish as a county road, pursuant to the provisions of the laws of the State of Oregon the relocated section or sections of the proposed road.

7. That the said County hereby agrees that:

(a) All signs and traffic control devices and other protective structures erected on or in connection with this project shall be in conformity with such manual of uniform traffic-control devices as may be adopted by the American Association of State Highway Officials, approved by the Highway Department, and concurred in by the Federal Commission of Public Roads.

(b) No signs (other than those specified in paragraph "a" above), posters, billboards, roadside stands, or other private installations shall be permitted within the right of way limits of this project.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the County on the 21st day of May, 19 52, and the Highway Department on the 27th day of May, 19 52.

COUNTY OF LINN

By E. G. Arnold
County Judge

By W E Downing
County Commissioner

By Floyd D Jenks
County Commissioner

ATTEST: R M Russell
County Clerk

OREGON STATE HIGHWAY COMMISSION

/s/ By Ben R. Chandler
As Chairman

By
As Commissioner

/s/ By M. K. McIver
As Commissioner

/s/ATTEST: H. B. Glaisyer
Secretary

RECOMMENDED FOR APPROVAL

Assistant State Highway Engineer

Sheet 2
Form cc-33

I, H. B. Glaisyer, hereby certify that I am the duly appointed, qualified and acting Secretary to the Oregon State Highway Commission; that I have compared the foregoing Agreement with the original thereof on file in this office and the same is a true and correct copy of said original and of the whole thereof.

Dated this 9th day of June, 19 52

Secretary

Oregon Project S-119(1)
[illegible]S Highway 216

RESOLUTION

WHEREAS, a County Road in Linn County, State of Oregon, known as the Orleans-Lebanon County Road, is routed through the County of Linn, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Linn County, the section adopted for improvement being more particularly described as follows; to wit:

From FAS Highway 202 easterly to the Albany-Brownsville County Road, a distance of 7.69 miles.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of Linn will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of Linn

Form cc-12

County, Oregon, that no encroachments will be permitted on the county road, known as the **Orleans-Lebanon** County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Linn County, Oregon, this 21st day of May, 1952.

Attest:

County Clerk

By E. G. Arnold
County Judge

By W. E. Downing
County Commissioner

By Floyd D. Jenks
County Commissioner

Oregon Project S-119(1)
AS Highway 216

RESOLUTION

WHEREAS, a County Road in **Linn** County, State of Oregon, known as the **Orleans-Lebanon** County Road, is routed through the County of **Linn**, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and **Linn** County, the section adopted for improvement being more particularly described as follows; to wit:

From FAS Highway 202 easterly to the Albany-Brownsville County Road, a distance of 7.69 miles.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of **Linn** will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of **Linn**

Form cc-12

County, Oregon, that no encroachments will be permitted on the county road, known as the **Orleans-Lebanon** County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Linn County, Oregon, this 21st day of May, 1952.

Attest:

R M Russell
County Clerk

By E. G. Arnold
County Judge

By W E Downing
County Commissioner

By Floyd D Jenks
County Commissioner

RECEIVED
JUN 9 1952
FOR FILING

June 4, 1952

County Court of Linn County
Court House
Albany, Oregon

Gentlemen:

We are enclosing herewith for the records and files of the County of Linn a fully executed copy of a maintenance agreement between the State Highway Commission and Linn County covering the Tangent (Orleans to Oak Creek School) section of FAS Highway 216 in Linn County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc: 1

RECEIVED
JUN 9 1952
FOR FILING

S-11-1(1)

714

May 29, 1952

Mr. C. F. Thomas, Chief Engineer
Spokane, Portland and Seattle Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

Relative to crossbuck and advance warning signs at the Orleans-Lebanon County Road crossing of the Oregon Electric Railway, please be advised that arrangements will be made with Linn County to maintain the advance warning signs, as they are off your right of way.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:ms

FORM 1812

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

C. F. THOMAS, SECRETARY
CHIEF ENGINEER

OFFICE OF CHIEF ENGINEER

1101 N. W. HOYT STREET
PORTLAND, 7, OREGON

May 27, 1952

Oregon State Highway Department
Salem
Oregon

Attention Mr. W. C. Williams
Assistant State Highway Engineer

Gentlemen:

Reference is made to your letters of May 7th and May 23d regarding crossing of the Oregon Electric Railway tracks by what you designate as the Orleans-Lebanon County Road.

When the State installs the crossbuck and advance warning signs, the railway will take over maintenance. However, as a general thing the maintenance of the advance warning signs, they being some distance from the track, is taken care of by the state or county and I believe that is the way this should be handled. There might be some neglect; railway employes, of course, only work in the vicinity of their right of way.

NOTED
W. C. WILLIAMS

Very truly yours,

C F Thomas

Chief Engineer.

RECEIVED
MAY 28 1952
OREGON
STATE HIGHWAY COMMISSION

CFT-p

RECEIVED

FOR FILING

May 23, 1952

Mr. C. F. Thomas, Chief Engineer
Spokane, Portland & Seattle Railway Co.
1101 N. W. Hoyt Street
Portland, Oregon

Dear Sir:

Reference is made to your letter of May 16th regarding the exact location of the highway-railway grade crossing where we propose to install reflectorized signs.

The crossing is where the Orleans-Lebanon county road crosses the Oregon Electric Railway (your Mile Post 104.1) about ½ mile south of Gray in Linn County, Oregon.

The type of reflector we purpose to install on the crossbucks and advance warning signs will be Scotchlite.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JAH:tp

FORM 1812

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

OFFICE OF CHIEF ENGINEER

1101 N. W. HOYT STREET
PORTLAND, 7, OREGON

C. F. THOMAS,
SECRETARY
CHIEF ENGINEER

½ South of Gray

May 16, 1952

Mr.R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. W. C.Williams
Assistant State Highway Engineer

Dear Sir:

Reference is made to your letter of May 7th regarding the placing of advance warning signs and sawbuck signs over what you call the "Orleans-Lebanon County Road, Linn County, Oregon. I am rather confused as to the exact location that you mean. It appears to me that it probably is a county road crossing just south of the old Oregon Electric Railway station of Gray, present Oregon Electric mile post 104.1 This crossing has always had sawbuck signs, of course not reflectorized. The standard of the Spokane, Portland and Seattle Railway system is a sawbuck sign using Scotchlite rather than the reflecting buttons. This type of sign, I suppose, would be satisfactory for you. It is used considerably in the state of Oregon.

OK

Will you please give me a little more information with respect to the location of the county road.

Very truly yours,

C F Thomas

Chief Engineer.

CFT-p

RECEIVED
[illegible]

RECEIVED
[illegible] 1952
FOR FILING

37-4

May 29, 1952

Mr. Jack R. Taggart
Route 1, Box 14
Salem, Oregon

Dear Mr. Taggart:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3734 for the grading, oil mat surfacing and bridge construction project on the Tangent (Orleans-Oak Creek School) Section of the Orleans-Lebanon County Road east and west of the Pacific Highway East in Linn County. This award was based on your low bid of $234,253.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the sketch map for Oregon Federal Aid Secondary Project FAS-119, on FAS Route 216, between Orleans and Lebanon in Linn County, subject to the following conditions:

That the railroad grade crossings within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63.

That adequate signs and protective devices be installed warning of the narrow bridges on the route until such time as new bridges are constructed.

That no reimbursement shall be made for construction within the City of Lebanon, the population of which according to the 1950 census has increased to over 5,000.

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

copy to Probert

RECEIVED
STATE HIGHWAY ENGINEER

EIVED
[illegible] 1952
FOR FILING

May 9, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This letter is to advise you that the County Court of Linn County and the State Highway Department are in agreement on the location, plans, and specifications of the Orleans-Oak Creek School Section of the Orleans-Lebanon County Road in Linn County.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

cc Mr. W. C. Williams

RECEIVED
FOR FILING

May 27, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

For the Tangent (Orleans-Oak Creek) Section, Orleans-Lebanon County Road in Linn County, Federal-aid Project No. S-119 (1), only one bid has been received, that from Jack R. Taggart of Salem, Oregon, in the amount of $234,253.

The Highway Engineer's estimate for this project was $228,636, and the low bid is only 2.5% above this estimate. We consider this a very satisfactory bid and do not believe that we could secure any lower bid by readvertising for bids.

Furthermore, the time limit on this project is established as of October 31, 1952, with the oiling work to be completed by September 30. If the contract is not awarded now, it will not be possible to complete the oiling work this season, which would result in a year's delay in completion of this very desirable project.

We respectfully request your concurrence in award of the contract to Jack R. Taggart on his bid of $234,253.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. S. H. Probert

RECEIVED
1952
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]

3734

May 27, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project No. S-119(1), Tangent (Orleans-Oak Creek School) Section of the Orleans-Lebanon County Road, to Jack R. Taggart, Salem, Oregon, low bidder in the amount of $234,253.00 at the May 27, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAY 29 1952
OREGON
STATE HIGHWAY COMMISSION

NOTED
J. W. CATTRALL

NOTED
J. W. CATTRALL

Salem, Oregon
May 23, 1952

Mr. Forrest Cooper
Right-of-Way Engineer

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Attached is a copy of a letter with enclosures from the Linn County Court regarding the right-of-way on the Tangent section. It is believed this clears the right-of-way for this project.

John W. Cattrall
Engineer, County and City Relations

JWC:[illegible]
Att.

W. E. DOWNING
COMMISSIONER

FLOYD D. JENKS
COMMISSIONER

E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

May 22, 1952

NOT
Harold C. Ayers

State Highway Commission
R. H. Baldock, Engineer
Salem, Oregon

Attention: John W. Cattrall, Engineer
County & City Relations

Dear John:

Enclosed you will find file No. 19004, Real Estate Option, Harold E. Rogers and Catherine W. Rogers, who decided to accept the sum of $3000.00 and have signed said option.

File No. 19020, Charles Barry Estate, we are returning said file to you as our District Attorney, Mr. Johns, and Mr. Porter came to some understanding as to passing this real estate option.

File No. 19005, Real Estate Option Perry P. Cahill and Nina B. Cahill refused to take damages allowed and condemnation proceedings were filed in this matter this afternoon.

File No. 19008, Robert P. Hamilton and Mary A. Hamilton declined fees offered them on said Real Estate Option and condemnation proceedings were instituted this afternoon.

Yours very truly,

Linn County Court

RECEIVED
MAY 23 1952
ENGINEER

E. G. Arnold
County Judge

W E Downing
County Commissioner

Floyd D Jenks
County Commissioner

EGA:ma
Enc. 2

Form A-191—5M—9-43

OREGON STATE HIGHWAY COMMISSIO

REQUEST FOR OUTSIDE BILLING

(Or Advice of Cash Transaction)

Address invoice to:
Linn County
Albany, Oregon

Attention of E. G. Arnold, County Judge

Request No. (assigned by staff engineer or head of department) cc-33
Date 5/22/52
Payer's Order No. (if any)
Department Order No. (if any)
(Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Linn County share of Tangent Section project costs. This represents final settlement of both County and State obligations as set forth in agreement dated June 2, 1938, between Linn County and State Highway Commission.

NOTED
Harold C. Ayers

Itemized Statement:

Quantity	Unit	Description	Unit Price	Amount
		Agreed County Share of Costs		$3,077.16

NOTED
J. F. HAGEMANN

Has payer made payment for this service? Yes
If so, what is amount of payment? $ 3,077.16
Has payer made a deposit with the department to guarantee payment?
If so, what is amount of deposit? $
Is this a partial or final request for billing? Final
Have there been any previous requests for billing in connection with this same service? No
If so, give total of all previous requests $
Also give number of last previous request

Credit distribution:
222-1046-297

Submitted by:
John F. Hagemann

Approved:
Division Engineer

Approved: NOTED J. W. CANTRALL
Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or department head. Staff engineer or department head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

STATE PRINTING DEPT

NOTED
J. W. CATTRALL

Salem, Oregon
May 22, 1952

Mr. W. C. Williams
OFFICE

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

Enclosed are seven copies of a maintenance agreement covering the Tangent Section of FAS Highway 216 in Linn County. All seven copies of this agreement have been executed by the proper county officials and are now ready for presentation to the Commission.

Please return five either fully executed or certified true copies to this office for transmittal to the B.P.R.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

NOTED
J. W. CATTRALL

Salem, Oregon
May 22, 1952

Mr. H. B. Glaisyer
Secretary

NOTED
J. F. HAGEMANN

Enclosed is Linn County Warrant No. 3102 in the amount of $3,077.16 payable to the Oregon State Highway Commission. This warrant is in final settlement of Linn County's obligation as per an agreement dated June 2, 1938. The Tangent (Orleans-Oak Creek School) project should be credited with this payment.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

cc: Mr. S. N. Probert

RECEIVED
FOR FILING

May 21, 1952

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Enclosed for your approval are five copies of Supplemental Tabulation No. 58 revising FAS Route 216 in Linn County. Also enclosed are four copies of sheet 2, general highway map of Linn County, upon which the proposed revision is shown in color.

The requested revision results from a minor line change at the west end and near station 300 which will be made in constructing the Tangent (Orleans to Oak Creek School) Section, Oregon Project S-119(1).

The chained distance for the length of the proposed project as against the original logged distance results in an increase in the total length of FAS 216 of 0.07 mile, all on the local system.

County approval of the revision is indicated by the signatures of both County Commissioners on all copies of the enclosed map.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

JFH:MM
cc: J. W. Cattrall
S. H. Probert

FORM E-30 25M 3-51 47196

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed is a suggested letter to the B.P.R. with enclosures requesting approval of a change in the route of FAS 216 in Linn County resulting from the construction of the proposed Tangent (Orleans-Oak Creek School) Section.

Four copies of the letter of transmittal, five copies of S.T. No. 58, and four copies of the general highway map should be forwarded to the B.P.R.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
~~Field~~ Engineer
Asst.

JFH:MM
Encl.

RECEIVED
[illegible] ENGINEER

NOTED
J. W. CATTRALL

May 13, 1952

Linn County Court

Albany, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

Enclosed are seven copies each of a standard form of maintenance agreement and encroachment resolution for execution by the Court in connection with the Tangent (Orleans to Oak Creek School) Section of FAS Highway 216. Please return all seven copies of the maintenance agreement and six copies of the encroachment resolution, signed by the Court and attested by the Clerk, to this office. After signature by the Highway Commission a fully executed copy of the maintenance agreement will be returned for your records.

Also enclosed for your information and records are two sets of the plans and specifications. A letter signed by the Court to the effect that the Linn County Court approved the plans and' specifications as prepared by the Highway Commission for the Tangent (Orleans to Oak School) Section of FAS Highway 216 should be forwarded with the agreement and resolution.

In addition, the amount of $3,077.16 should be remitted as per the agreement between the Highway Commission and Linn County dated June 2, 1938. Please make this remittance by means of a certified check payable to the Oregon State Highway Commission. [illegible]

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

RECEIVED
1952
FOR FILING

5-119(1)

3734

RECEIVED
OCT 8 1952
LEGAL I

May 8, 1952

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Your File: 321-2

Dear Sir:

Relative to railroad grade crossing, MP-C-685.9, one mile north of Tangent, please be advised that the crossing will be paved without cost to the Railroad Company, providing you place the track in proper shape to receive such pavement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

S-2880

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

May 6, 1952

IN REPLY PLEASE REFER TO
321-2

RECEIVED
OCT 8 1952
LEGAL

Mr. R H Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Attention - Mr. W C Williams
Asst. Engineer

Dear Sir:

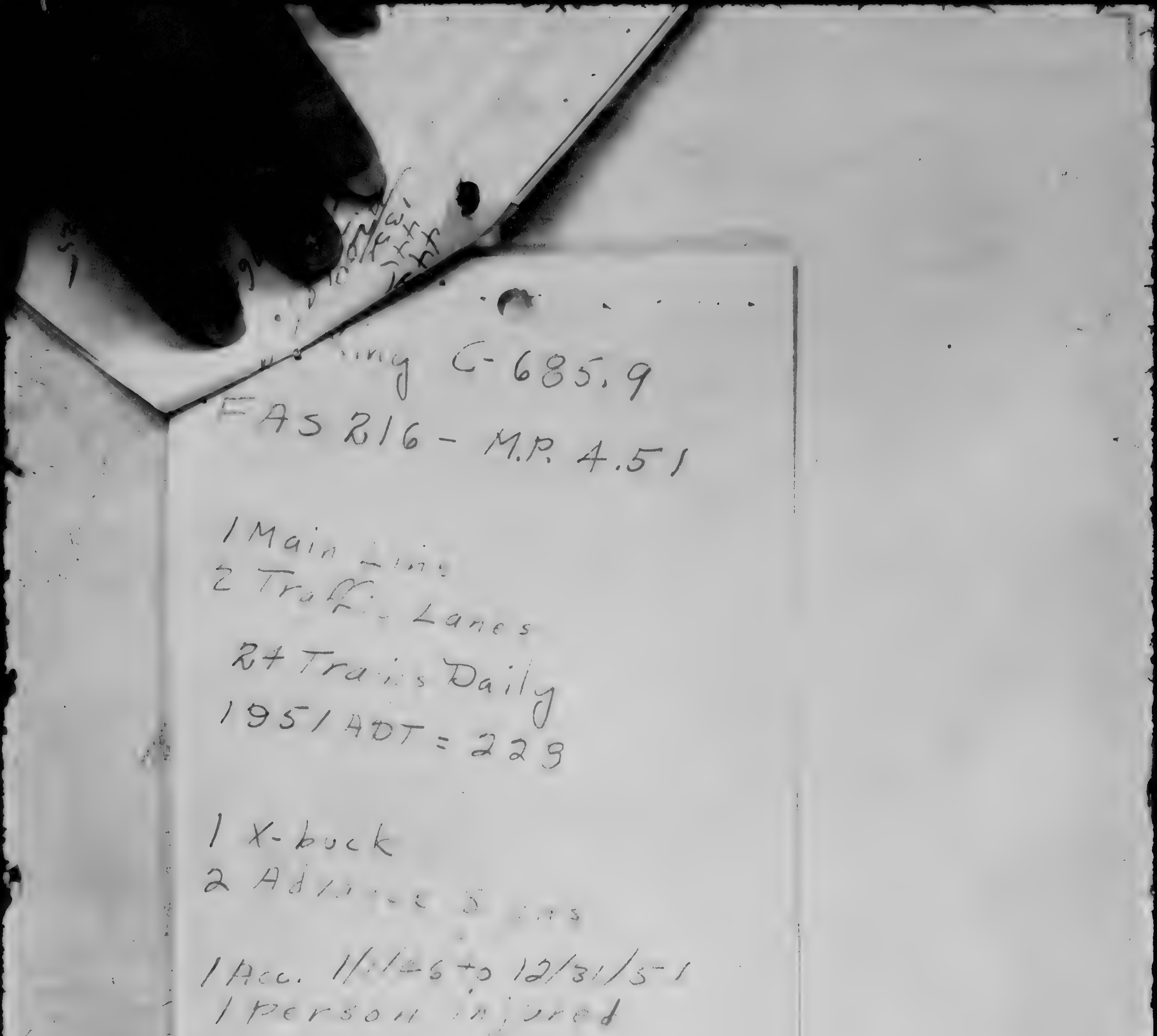
Yours April 25th in which you state you propose to improve railroad grade crossing at MP-C-685.9 1 mile north of Tangent.

We will handle with our executives for necessary approval for installation of a set of flashing light signals. Is it the State's intention to pave this road? If so, will they pave the railroad crossing after we put track in shape to receive pavement?

Yours truly,

L P Hopkins

RECEIVED
MAY 8 1952
OFFICE OF
STATE HIGHWAY ENGINEER



ing C-685.9
FAS 216 - M.P. 4.51

1 Main Line
2 Traffic Lanes
24 Trains Daily
1951 ADT = 229

1 X-buck
2 Advance Signs

1 Acc. 1/1/46 to 12/31/51
1 Person injured

Priorities:
All F.A. 170 of 348
F.A.S. 90 of 266

RECEIVED
FOR FILING

May 7, 1952

Mr. C. F. Thomas, Chief Engineer
Spokane, Portland and Seattle
Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

Under authority of Order No. 7058, issued by the Public Utilities Commissioner of the State of Oregon on December 27, 1939, we propose to install reflectorized cross-buck and reflectorized advance warning signs at the grade crossing of your Oregon Electric Railway tracks with the Orleans-Lebanon County Road, approximately 1.7 miles east of the town of Orleans, Linn County, Oregon.

May we have your consent to making this installation with the understanding that the maintenance of the cross-buck signs after installation will be a responsibility of your company as provided in the P. U. C. order mentioned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JAH:gs

RECEIVED
MAY 12 1952
FOR FILING

May 6, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Relative to the two grade crossings within the limits of the Talent Project, S-119 (1), we give you assurance that protective devices meeting the requirements specified in G.A.M. No. 63 will be installed before the grading and surfacing work proposed to be done on the project is completed.

For the crossing of the Southern Pacific tracks, the protection will consist of automatic flashing light signals. For the crossing of the Oregon Electric tracks, the protection will consist of reflectorized cross-buck signs and reflectorized advance warning signs.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
MAY [illegible] 1952
FOR FILING

#37-4

April 30, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

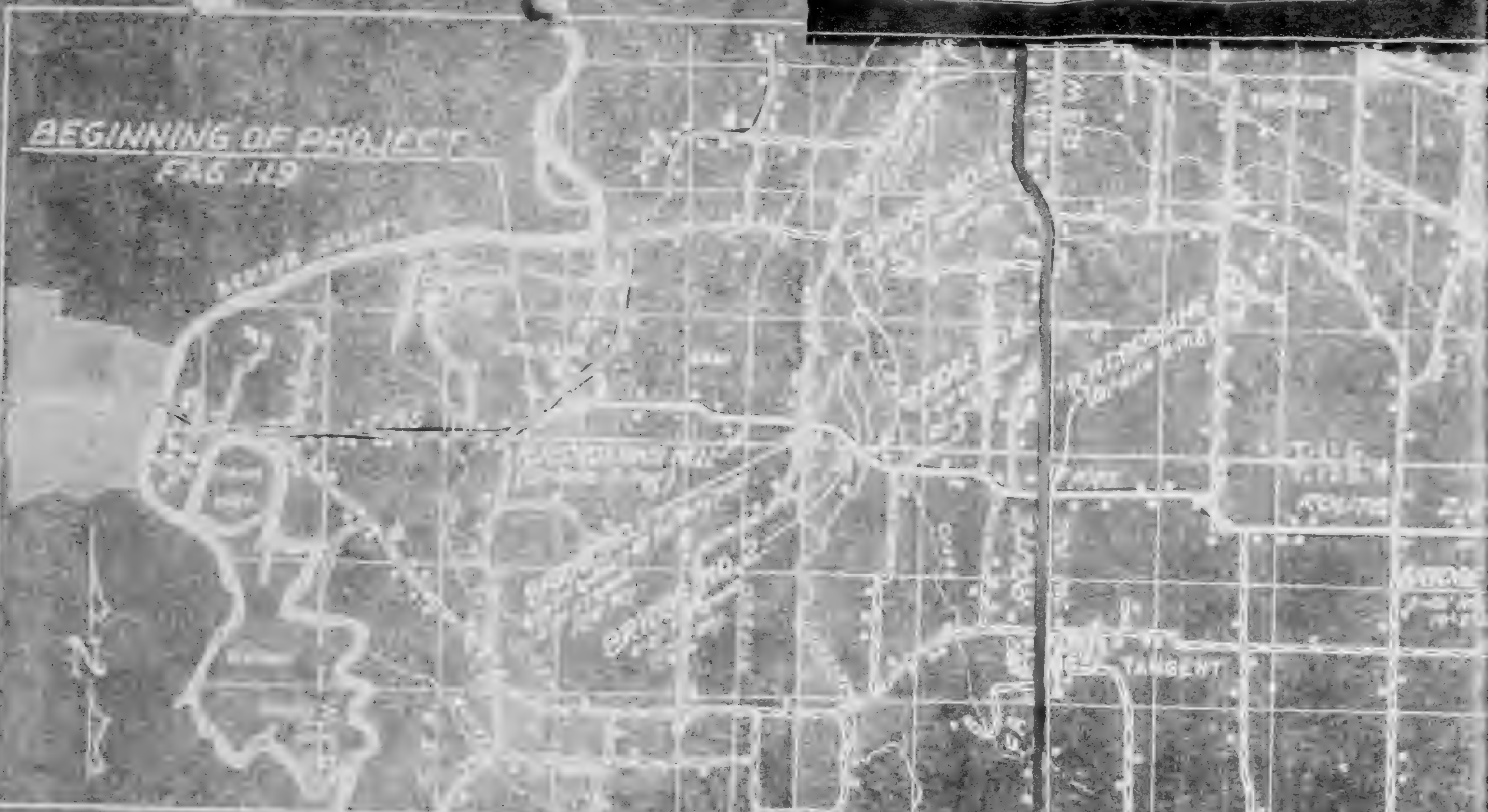
We are sending, under separate cover, four blueprint copies of project statement map for the Orleans-Lebanon Section, Project No. FAS 119.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer



OREGON STATE HIGHWAY DEPARTMENT

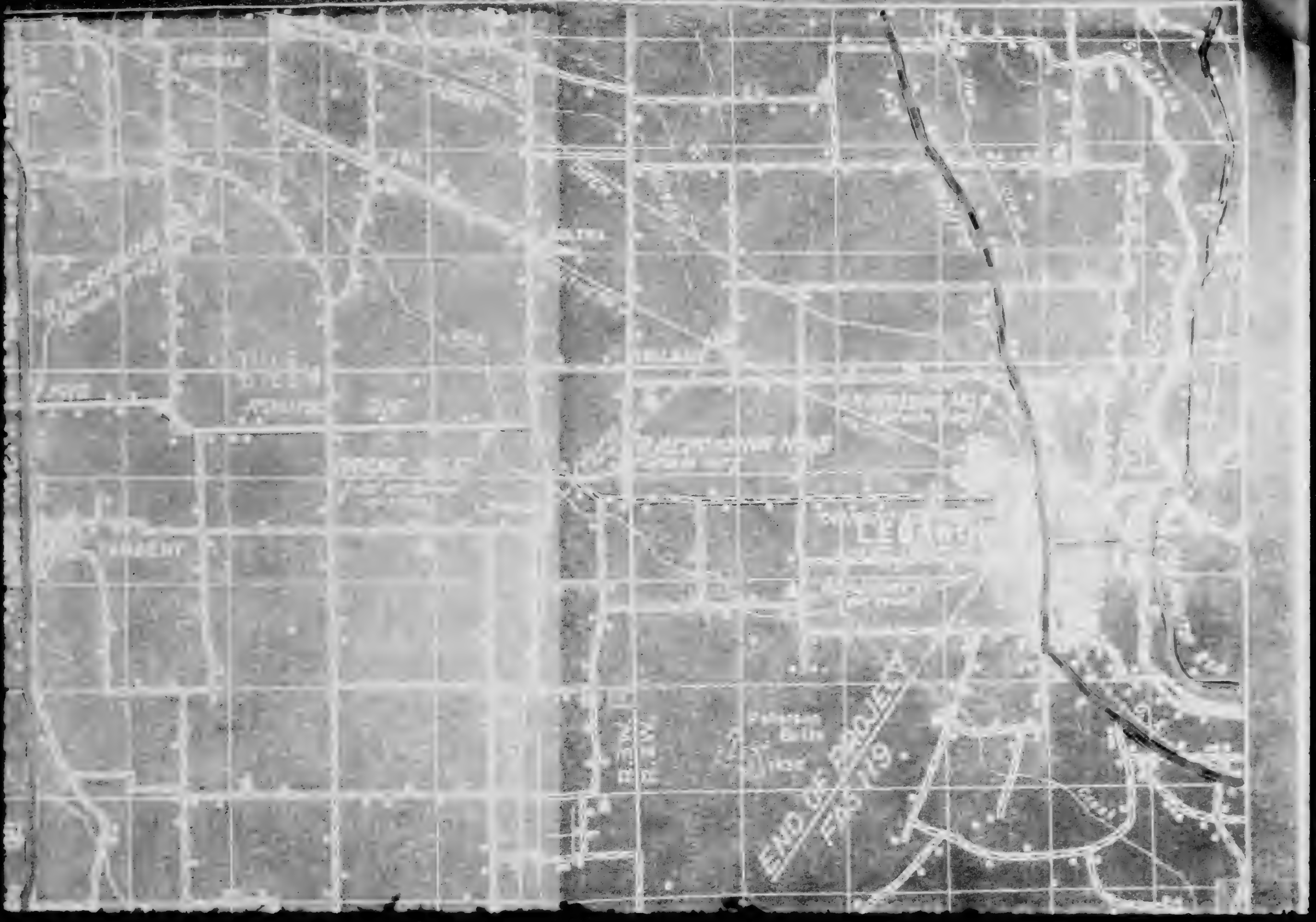
Sketch Map

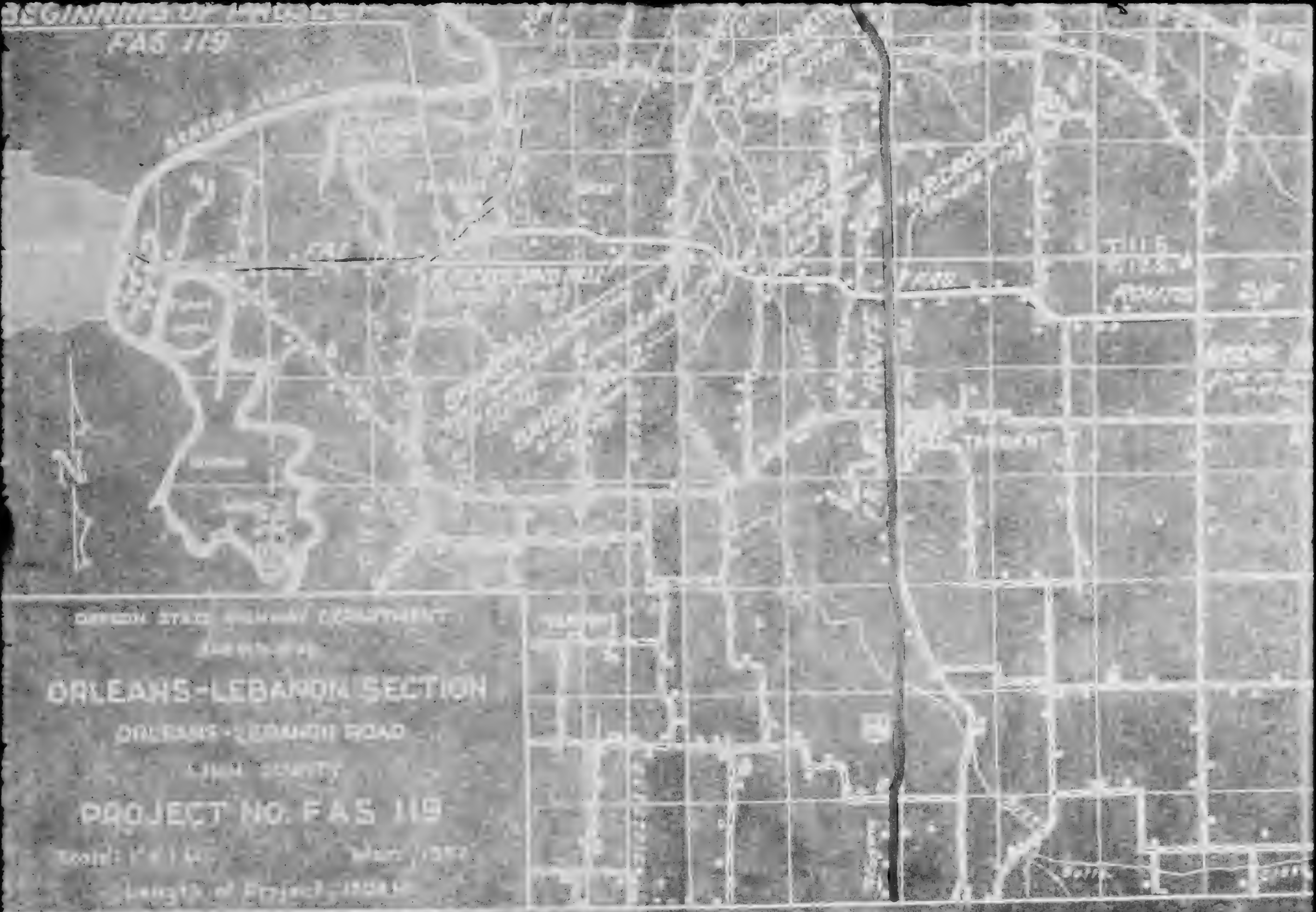
ORLEANS-LEBANON SECTION

ORLEANS-LEBANON ROAD

LINN COUNTY

PROJECT NO. F.A.S. 119


LEBANON
R.3W.
R.2W.
END OF PROJECT
F.A.S. 79



OREGON STATE HIGHWAY DEPARTMENT

[illegible]

ORLEANS-LEBANON SECTION

ORLEANS-LEBANON ROAD

LINN COUNTY

PROJECT NO. F A S 119

Scale: 1" = 1 Mi. [illegible] 1937

Length of Project [illegible]

TANGENT
END OF PROJECT
SODAVILLE

RECEIVED
APR 6 1952
FOR FILING

S-11 (1)

RECEIVED
OCT 8 1952
LEGAL

April 25, 1952

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Reference is made to Railroad Grade Crossing C 685.9, which crossing is located approximately one mile north of Tangent at Railroad M. P. 685.86. At this crossing the 1951 average daily vehicular traffic was 228 and train traffic, I am informed, is 24 daily.

It is planned to improve the surfacing of the county road on which this crossing is located with an asphaltic concrete pavement, and it is believed that it will be necessary, for proper protection of this crossing, to install standard railroad flashing signals.

Will you please advise if the Southern Pacific Company will cooperate with the State Highway Department in the installation of flashing-light signals on the basis of fifty per cent of cost of installation to each, with the Southern Pacific Company to maintain the signals after installation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

NOTED
J. W. CATTRALL

Salem, Oregon
April 11, 1952

Assignment 3295

Mr. W. C. Williams
OFFICE

I contacted the Linn County Court last October regarding the unpaid balance of $3,077.16. They stated at that time that they would pay this amount prior to the awarding of the Tangent project. I plan to ask Linn County for this deposit at the time that we approach them for the maintenance agreement and encroachment resolutions which will be necessary in connection with this project.

The copy of the agreement attached to Mr. Probert's letter never was executed by either the County or the State. Attached please find a copy of an agreement dated June 2, 1938, which is a copy of the agreement that was executed by both the County and State, disposing of the County's indebtedness arising out of the construction of the Santiam Highway.

John W. Cattrall
Engineer, County and City Relations

JWC:BM
Att.

Salem, Oregon
June 8, 1943

COPY

Mr. M. H. Hawke
Chief Accountant
Office

Dear Sir:

There is an outstanding Linn County obligation of $3,077.16 which should be carried in our "Accounts Receivable."

This obligation represents the balance due the State under an agreement with Linn County dated June 2, 1938, whereby the Commission agreed to accept a cooperative payment by Linn County of $20,000 (to be expended on Federal Secondary Highway projects on the basis of 40 per cent county cooperation) as full settlement for an unpaid county obligation of $34,206.69 on the Santiam Highway.

Only one project has been undertaken in Linn County on which the agreed cooperation could be applied. That was the Peoria-Harrisburg Section, constructed in 1938. The County's 40 per cent payment was $16,922.84, leaving an unpaid balance of $3,077.16 to be applied against a future project.

Very truly yours,

S. H. Probert
Office Engineer

Dict. by L. E. Parsons/ER

NOTED
J. W. CATTRALL

June 13, 1938

Mr. R. M. Russell
County Clerk of Linn County
Albany, Oregon

COPY

Dear Sir:

This will acknowledge the receipt of your check No. 9511 in the amount of $16,922.84, covering the obligation of your County in connection with the contract for surfacing and oiling of the Peoria-Harrisburg Section of the Corvallis-Harrisburg County Road, as provided in the Agreement of June 2, 1938. A receipted copy of our bill is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

COPY

S. H. Probert
Office Engineer

Dict. by L. E. Parsons/ER

Encl.

cc Hon. J. J. Barrett
Linn County Judge
Albany, Oregon

June 10, 1938

Honorable J. J. Barrett
Linn County Judge
Albany, Oregon

COPY

Dear Sir:

The attached bill covers Linn County's proportionate share of the obligations in connection with the contract awarded June 2, 1938 to Clifford A. Dunn, Klamath Falls, for surfacing and oiling of the Peoria-Harrisburg Section. This bill is submitted in accordance with Paragraph 3 of the Agreement of June 2, 1938, between the State and Linn County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

COPY

S. H. Probert
Office Engineer

Dict. by L. E. Parsons/ER

Encl.

cc Oscar Cutler

Salem, Oregon, June 10, 1938

Linn County
Albany, Oregon

COPY

To OREGON STATE HIGHWAY COMMISSION, Dr.

Our Order No. ______

Invoice No. ________

To your proportionate share of the obligation incurred by the Commission in the award of Contract No. 2077, for surfacing and oiling of the Peoria-Harrisburg Section of the Corvallis-Harrisburg County Road, in accordance with the agreement between the State and Linn County dated June 2, 1938.

Peoria-Harrisburg contract amount - - - - - - - - - - - - - -	$38,461.00
Plus 10% for engineering and contingencies - - - - - - - - -	3,846.10
Total obligation - - - - -	$42,307.10
40% to be advanced by Linn County - - - - - - - - - - - - - -	$16,922.84

County cooperation
222-1016-506

COPY

Commissioners
Henry F. Cabell, Chairman, Portland
E. B. Aldrich, Pendleton
F. L. Tou Velle, Jacksonville

H. B. Glaisyer, Secretary

R. H. Baldock
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
SALEM
June 7, 1938

COPY

Mr. S. H. Probert
Office Engineer
OFFICE

Dear Sir:

I am handing you herewith a fully executed copy of the agreement between Linn County and the State Highway Commission disposing of the county's indebtedness arising out of the construction of the Santiam Highway. This copy is for your records and files.

Very truly yours,

H. B. Glaisyer

Secretary

HBG:AM

April 22, 1938 Agreement
Between the State & Linn County

COPY

In lieu of paying the State the $34,206.69 due on the Santiam Highway the County is to cooperate in the construction of the Peoria-Harrisburg Federal Secondary oiling project. The County will pay 40% of the contract price plus 10% for engineering and contingencies, but not to exceed $20,000.00. If the 40% of the contract price plus 10% for engineering and contingencies is less than $20,000.00, then the balance is to be paid upon a contract to be constructed at a later date.

(pencil written memo, no signature)

COPY

AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of ~~May~~ June, 1938, by and between the State of Oregon, by and through its State Highway Commission, hereinafter called the "State", party of the first part, and Linn County, a political subdivision of the State of Oregon, by its County Court, hereinafter called the "County", party of the second part, WITNESSETH:

That, WHEREAS, the State and County have previously entered into several agreements for the construction of the Santiam Highway in Linn County, Oregon, under which agreements the State alleges to have expended upon said Santiam Highway in excess of the amounts required to be spent by State thereon, the sum of Thirty-Four Thousand, Two Hundred and Six and 69/100 ($34,206.69) Dollars, and alleges the County is now indebted to the State on account thereof, the total sum of Thirty-Four Thousand, Two Hundred and Six and 69/100 ($34,206.69) Dollars, which allegation as to such indebtedness is denied by the County; and

WHEREAS, in order to make a settlement in full of said alleged indebtedness owing by the County to the State, the State has agreed to accept, and the County to pay in full settlement of said indebtedness, the sum of Twenty Thousand and no/100 ($20,000.00) Dollars.

NOW, THEREFORE, in consideration of the mutual advantages to each of the parties hereto moving, it is agreed between the parties hereto, as follows:

1. The State shall accept in full payment of the debt owed it by the County, the sum of Twenty Thousand and no/100 ($20,000.00) Dollars to be paid in the following manner, to-wit:

2. The State shall place a rock or gravel base and an oil macadam surface on that county road between Peoria and the city limits of Harrisburg during the year 1938.

COPY

3. On or before the date of award of contract for the above work, the County shall pay to the State a sum of money equal to forty (40) per cent of the estimated cost of said work, including ten (10) per cent for engineering and contingencies; PROVIDED, HOWEVER, that the total sum paid to the State by the County shall in no event exceed the amount of Twenty Thousand and no/100 ($20,000.00) Dollars.

4. At the completion of the said project, the State shall submit to the County an itemized statement of the final cost of same, including all expense for engineering; and the amount previously contributed to this project by the County, as defined under Item No. 3 above, shall be adjusted to correspond with this final figure.

5. In the event that this final adjusted payment as set forth hereinabove is less than Twenty Thousand and no/100($20,000.00) Dollars, the County hereby agrees to make available to the State the difference between such final adjusted payment and the sum of Twenty Thousand and no/100 ($20,000.00) Dollars as a contribution to the State;s match money upon some future federal project for County road improvement within the said County. This contribution shall be made available at such time in the future as said project is selected and placed under contract.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their official seals the day and year first above written.

STATE OF OREGON, by and through its
State Highway Commission,

COPY

By /s/ Henry F. Cabell
Chairman

ATTEST:

/s/ H. B. Glaisyer
Secretary

By /s/ E. B. Aldrich
Commissioner

By /s/ F. L. Tou Velle
Commissioner

Party of the First Part

LINN COUNTY

By /s/ J. J. Barrett
County Judge

ATTEST:

R. M. Russell
County Clerk

By /s/ H. A. Renninger
County Commissioner

By /s/ H. W. Cooley
County Commissioner

Party of the Second Part

OREGON STATE HIGHWAY DEPARTMENT

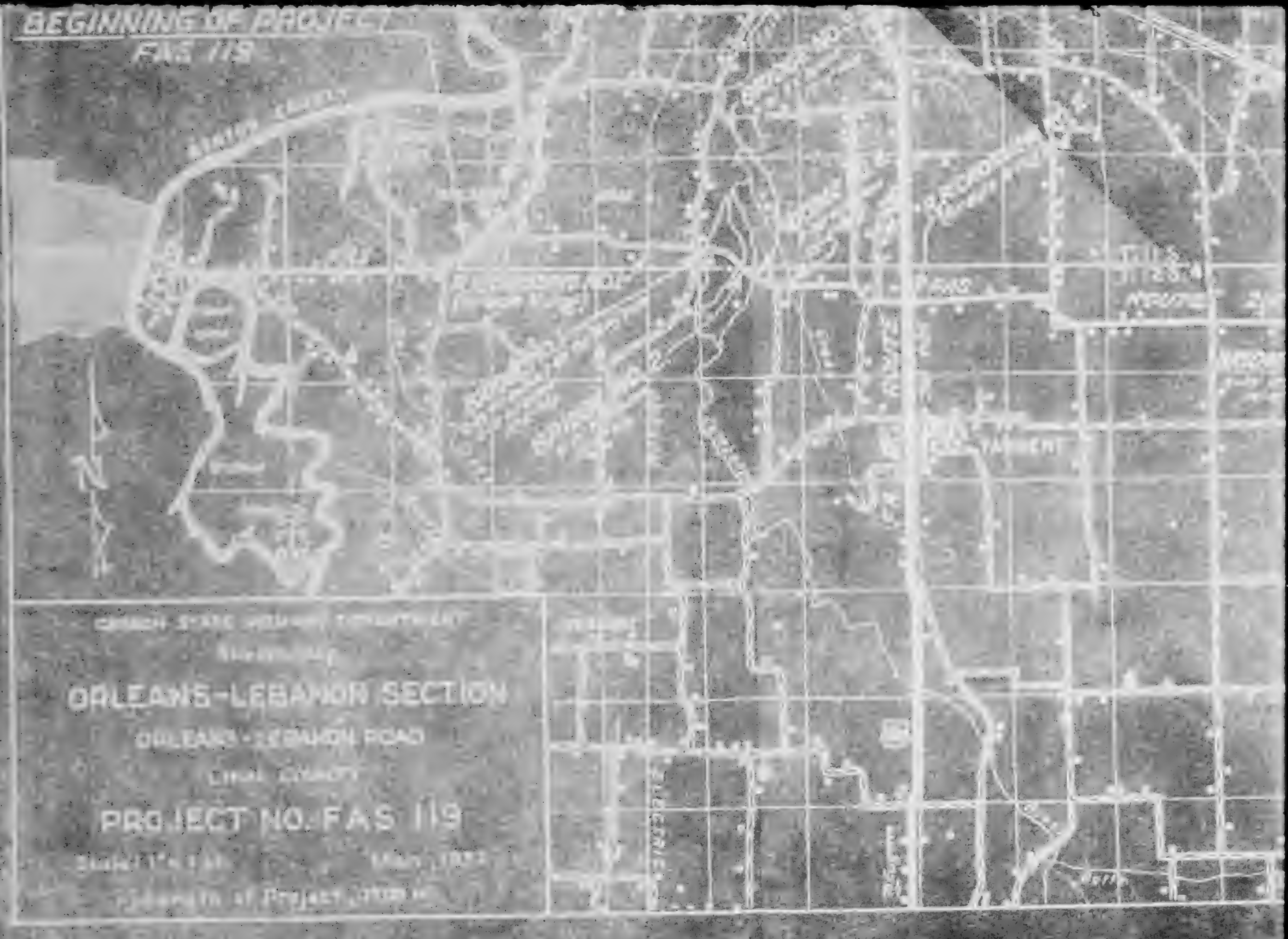
Sketch Map

ORLEANS-LEBANON SECTION

ORLEANS-LEBANON ROAD

LINN COUNTY

TANGENT
R.7 W.
R.6 W.
END OF PROJECT
FAS 119



OREGON STATE HIGHWAY DEPARTMENT

[illegible]

ORLEANS-LEBANON SECTION

ORLEANS-LEBANON ROAD

LINN COUNTY

PROJECT NO. FAS 119

Scale: 1" = 1 Mi. [illegible]

Length of Project [illegible]

BODAVILLE

Return to J.W. Cattrall

W. CATTRALL

FORM E-30 25M 6-51 40713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
J. F. HAGEMANN

Salem, Oregon
April 23, 1952

SUBJECT: Orleans-Brownsville Road Section
Orleans-Lebanon County Road
Linn County

To: Mr. John W. Cattrall
County and City Relations Engineer
OFFICE

Dear Mr. Cattrall:

Herewith are county option forms in quincuplicate for property to be acquired by Linn County for right of way on the Orleans-Brownsville Road Section of the Orleans-Lebanon County Road. Duplicate statements of information are attached. This project is scheduled for letting in May, 1952. Attached are prints of map nos. 7B-12-19 and 7B-12-20, with our date of April 18, 1952, stamped thereon. We have no profiles of this project.

NUMBER	NAME	PARCEL	AREA
19003	A. P. Miller and Stella M. Miller		0.13 acre
19004	Harold E. and Catherine W. Rogers		2.13 acres
19005	Perry P. and Nina B. Cahill		1.25 acres
19008	Robert P. and Mary A. Hamilton		0.47 acre
19009	Carson E. and Sadie B. Berger		0.01 acre
19010	William A. Martha L. Leach		0.00 acre
19011	John and Letha O. Glaser		1.3 acres
19012	Louis W. Boesel, Sr. and Emilie M. Boesel		0.12 acres
19013	Harold W. and Ramona G. Taylor		0.06 acre
19014	R. H. Maxfield		0.008 acre
19015	Oscar H. and Emma Ehrlich		0.42 acre
19016	W. H. Bottemiller		0.55 acre
19017	William Mackie		0.40 acre
19018	M. J. Looney and Hazel T. Looney	1	0.40 acre
		2	0.28 acre
19019	E. W. and Ruth L. Jenks		0.00 acre
19020	Charles Barry		0.01 acre
19021	Loren Terhune and Maxine C. Terhune		0.01 acre
19022	Elizabeth P. Lawrence	1	2.7 acres
		2	.00 acre
19023	Mary E. Elder		0.00 acre
19024	A. N. and Elda Stewart		0.69 acre
19025	Albert and Golda Hudson		0.00 acre
19026	Dale R. and Janice J. Gossman		0.00 acre
19027	George A. Cathey		0.00 acre
19028	D. W. Shirley		0.00 acre
19030	Earl M. and Bernice E. Newport		0.00 acre

Delivered to Co.
4/24/52 J.F.H.

NUMBER	NAME	PARCEL	AREA
19031	Vernon R. Schrock and Leona V. Schrock	2	0.3 acre
		1	1.14 acres
19032	Eunice M. Jenks		0.00 acre
19033	Raymond J. Schamer	1	0.00 acre
		2	0.60 acre
19034	George N. and Hazel C. Chandler		0.00 acre
19035	Harold B. and Amanda Brinson		1.10 acres
19036	Edward Grell		0.15 acre
19037	Fred C. Grell		0.00 acre
19038	John H. Swatzka		0.15 acre
19039	Oscar W. and Emma Olson		0.15 acre
19040	Edward Roth and Anna Roth		0.22 acre

Very truly yours,

FORREST COOPER
Right of Way Engineer

By Earl F. Saling
Earl F. Saling

AE:je
Encl.

cc: Mr. Cooper

NOTED
J. W. CATTRALL

Salem, Oregon
February 29, 1952

Mr. F. D. Eason

Division Engineer

NOTED
Harold C. Ayers

Attached are two copies of a Linn County Court Order condemning and closing the bridge over the Calapooia River on Market Road No. 11, Federal Aid Secondary Highway No. 216, in Linn County.

This Court Order enables the Highway Department to close this bridge to traffic during the period required to reconstruct it.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Field Engineer

JFH:MM
Att.

NOTED
J. F. HAGEMANN

NER

E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

FLOYD D. JENKS
COMMISSIONER

February 27, 1952

[illegible] Myers

Oregon State Highway Commission
R. H. Baldock, State Highway Engineer
Salem, Oregon

Attention: John W. Cattrall, County & City relations Engineer

Dear John:

Replying to your letter, same being in regard to a certified copy of Linn County Court Order, in regard to condemnation of Bridge No. B-12205 over the Calapooia river on Market Road No. 11 this is to advise you that this order was prepared by the District Attorney andwe noticed at the time it was sent that he included the word maintainence of the said bridge after construction, which we know is erroneous and we are aware that it will be the County's responsibility to maintain this bridge after the construction.

As to the date of closure of this bridge, we will leave that matter entirely up to you, while we are aware that it could be taken that it was closed from this date of February 25, which if it is all right with you, we will leave the order stand as is without making an amended order.

Yours very truly,

Linn County Court

E. G. Arnold
County Judge

W E Downing
County Commissioner

Floyd D Jenks
County Commissioner

RECEIVED
FEB 29 1952
ENGINEER
[illegible]

EGA:ma

[illegible]
J. W. CATTRALL

February 26, 1952

Linn County Court

Albany, Oregon

NOTED
Harold C. Ayers

Gentlemen:

Receipt is acknowledged of a certified copy of Linn County Court Order dated February 25, 1952, condemning Bridge No. B-12205 over the Calapooia River on Market Road No. 11 in Linn County. This order more than satisfies our request for authority to close the bridge during its reconstruction. The order appears to effect the closure of the bridge as of February 25th. If this is the desire of the Court it is quite satisfactory to the Highway Commission; however, closure of the bridge effective the day reconstruction commences would be satisfactory for our purposes.

It should be clearly understood that, contrary to the wording of the order, construction only of a new bridge will be undertaken by the Highway Commission. Maintenance of the bridge after construction will be a county responsibility.

In view of the above, the Court may either let the present Court Order stand, or adopt a revised order setting the effective date of closure as the date construction of a new bridge is commenced by the Highway Commission. Either procedure will be satisfactory to us. Please advise us accordingly.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM

NOTED
J.F. HAGEMANN

W. E. DOWNING
COMMISSIONER

FLOYD D. JENKS
COMMISSIONER

E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

February 25, 1952

Oregon State Highway Commission
Salem, Oregon

Attention: John Cattrall

Dear John:

Enclosed you will find an order condemning and closing a certain bridge over the Calapooia and I presume this order will meet your requirements. If you think it is not sufficient you may return the same with any suggestions that you might offer for the correction of the same.

Yours very truly,

Linn County Court

E. G. Arnold
County Judge

W E Downing
County Commissioner

Floyd D Jenks
County Commissioner

EGA:ma

RECEIVED
FEB 26 1952
ENGINEER
COUNTY RELATIONS

RECEIVED

IN THE COUNTY COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LINN

In the Matter of Condemnation)
of Bridge Number B-12205)
located in Linn County, Oregon) ORDER

WHEREAS, Linn County, Oregon is the owner of and maintains a certain bridge which is located at and spans the Calapooia River in Linn County, Oregon; said bridge being more particularly described as follows:

> Bridge Number B-12205 over the Calapooia River on Market Road No. 11 in Sec. 35, T. 11 S. R. 4 W. of the Will. Mer. in Linn County, Oregon.

IT APPEARING TO THE COURT that the Oregon State Highway Commission will construct and maintain a new bridge hereafter on and at the location of said bridge, and

IT FURTHER APPEARING TO THE COURT that it will be to the best interests of Linn County, Oregon that said bridge be discontinued.

IT IS THEREFORE ORDERED that said bridge, the number and location thereof being more particularly described herein above be and it hereby is condemned as part of the general road system of Linn County, Oregon.

Dated this 25th day of February, 1952.

LINN COUNTY COURT

E G Arnold.
County Judge

W. E. Downing.
County Commissioner

Floyd B. Jenks.
County Commissioner

CLERK'S CERTIFICATE

STATE OF OREGON,
COUNTY OF LINN. } ss.

I, R. M. Russell, County Clerk of Linn County, Oregon, and Ex-Officio Clerk of the County Court of the State of Oregon, for Linn County, do hereby certify that the foregoing and attached copy of Order in the Matter of Condemnation of Bridge Number B-12205 located in Linn County, Oregon.

has been by me compared with the original Order

now on file and of record in my office and that it is a true, full and correct copy and transcript therefrom and of the whole thereof of such original Order.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County Court this 25th day of February, 1952.

R. M. Russell, Clerk

By Guy L Ross, Deputy

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Salem, Oregon
August 13, 1951

Mr. W. C. Williams
OFFICE

I have discussed with the Linn County Court the FAS project approved by the Highway Commission on July 17 on FAS Route No. 216. The Court informed me that this project is still their number one priority and they concur with the Highway Commission's action.

John W. Cattrall
Engineer, County and City Relations

JWC:MM

NOTED
Harold C. Ayers

V 123X 25M 8-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

October 3, 1951

Linn County Court

Albany, Oregon

Gentlemen:

The Federal Aid Highway Act of 1950 provides that projects to be constructed with Federal Aid Secondary funds shall be selected by "the state highway department and the appropriate local officials in cooperation with each other." The Oregon State Highway Commission has selected the following projects in Linn County for construction from the Federal Aid Secondary fund as indicated.

FEDERAL FISCAL YEAR 1953 FUND

1.	County Road (FAS 216) - Tangent Section, 10 miles grading, surfacing, and oil	$250,000

If the Linn County Court concurs in the selection of the above project, please indicate so by signing the second copy of this letter in the space provided and returning same to this office.

It would be appreciated if the Court will give this matter its immediate attention so that we may proceed with the surveys and preparation of plans and specifications.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

COUNTY COURT OF LINN COUNTY

Date Oct 6. 1951.

B. G. Arnold
Judge

W. E. Downing
Commissioner

Floyd D. Jenks
Commissioner

23-[illegible] Maintenance building at Vale 1952
on the Central Oregon Highway.
#3735

RECEIVED
APR 7 1953
FOR FILING

-2418

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 27, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
XXXX 3735	6-final	HOLCOMB & MAIN	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5195	R-62901	$ 864.67	3/26/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1952

Time Extensions: None

Completion Date: Oct. 31, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-27-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

Floyd Query
~~H. B. Glaisyer~~
Acting Secretary

Warrant Mailed:

A. A. Wicklander

NOTED ON CARD
3-27-53

RECEIVED
[illegible] 1953
FOR FILING

[illegible]

[illegible]

March 13, 1953

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3735 for constructing a maintenance building at Vale in Malheur County was completed by the contractor, Holcomb & Main, on October 31, 1952 and was formally accepted by the Highway Commission on November 24, 1952.

Final payment in the amount of $864.67 will be released to the contractor on or after March 23, 1953. The total contract amount is 11,345.54 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Bernard Eastman
P. O. Box 2
Nyssa, Oregon

NOTED ON CARD

3-13-53 g.

RECEIVED

FOR FILING

June 19, 1952

REGISTERED MAIL

Holcomb & Main
414 North Fourth Street
Nyssa, Oregon

Gentlemen:

Your Contract No. 3735 for construction of the maintenance building at Vale on the Central Oregon Highway in Malheur County has been received in this office fully executed.

We are, therefore, returning your cashier's check No. 30904 drawn on the Nyssa Branch of The First National Bank of Portland in the amount of $600.00 which you submitted with your proposal on May 27, 1952.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - Accounting Division

RECEIVED
J[illegible]
FOR FILING

23-341

[illegible]

June 18, 1952

Holcomb & Main
414 North 4th St.
Nyssa, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3720, for construction of maintenance building at Juntura, Malheur County, awarded May 26, 1952.

Contract No. 3735, for construction of maintenance building at Vale, Malheur County, awarded May 27, 1952.

We are also mailing executed copies of these contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
MAY 29 1952
FOR FILING

3735

May 29, 1952

Holcomb & Main
414 North 4th
Nyssa, Oregon

Gentlemen:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3735 for the maintenance building at Vale on the Central Oregon Highway in Malheur County. This award was based on your low bid of $11,395.54 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mns
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

[illegible]

[illegible]
1 5-0
April 21, 1952

April 28, 1952

Mrs. Callie M. Chastain, Secretary
Harper Grange
Harper, Oregon

Dear Mrs. Chastain:

The State Highway Commission at its last meeting had under discussion the petition from members of Harper Grange that was forwarded to Hon. Douglas McKay, Governor of the State of Oregon, in which petition protest was made against the transferring of the Highway Department's maintenance headquarters from Harper, Oregon to Vale, Oregon on the grounds that said patrol had been located in Harper for the past twenty years and is the geographical center of the section as now set up.

In its consideration of this matter, the Commission had the benefit of a report from the State Highway Engineer and from the facts disclosed in such report, the Commission concluded that it would be to the best interests of the State to transfer the maintenance headquarters as planned by the Engineer.

In the selection of a maintenance headquarters location it is necessary not only to consider the matter from a geographical standpoint but also must be considered from the standpoint of density of population and the number of people served within the area. Also considered must be the economical advantage gained by the selection of one site over another.

The change of the headquarters to Vale was decided upon only after very thorough investigation of all factors which revealed that a suitable site at Harper was not obtainable. By making the change to Vale, the State is obtaining a site at no cost and will benefit financially by reason of elimination of one of the patrol sections that now maintain the same number of mileage in the Harper, Vale, Ontario and Nyssa district. The growth and development that is taking place in the Vale, Ontario and Nyssa area was another reason that had considerable bearing on the transfer of the Harper headquarters.

RECEIVED
APR 17 1952
FOR FILING

Vale

April 14, 1952

Oregon State Highway Commission

Gentlemen:

I am in receipt of a copy of a letter from the Governor acknowledging a petition containing several signatures of residents of Harper and Westfall, Oregon, and submitted to the Governor by Mrs. Callie M. Chastain, Secretary of the Harper Grange. The petition protests the contemplated moving of the highway maintenance crew from Harper to Vale, on the grounds that said patrol has been located in Harper for the past twenty years and is in the geographical center of the section as now set up.

This station was established in 1932 and is located in the approximate geographic center of the maintenance section. However, the headquarters is located in Harper, which is one-half mile from the highway. This has entailed at least one mile travel time daily, which is totally lost as productive time for the entire crew. We have made several attempts to secure a suitable building site adjacent to the highway at the junction of the road to Harper, but all of the property owners in that vicinity are unwilling to sell.

At the present time, we are renting a building with a limited amount of ground in Harper from Mr. L. F. Hueser on a month-to-month basis for $10 per month. The rental rate in itself will indicate that the building is entirely inadequate to house our equipment and tools, with no room for any spare parts or supplies.

Due to the necessity of building a suitable headquarters in that vicinity and being unable to secure a suitable site on the highway adjacent to Harper, we have for some time been investigating the possibility of moving this headquarters to Vale. There has been very little, if any, increase in population in the past twenty years in Harper, whereas there has been considerable growth and development in the Vale-Ontario-Nyssa area.

In the location of our maintenance headquarters, it is necessary to take into consideration the density of population and the number of people served within an area. It is proposed to eliminate both the Nyssa and Harper maintenance headquarters and establish one at Vale, on a small tract of land adjacent to the Malheur County shops, which the County has offered to deed to the State at no cost. This change entails revising all of the maintenance sections now maintained from headquarters at Nyssa, Ontario, Harper, Brogan and

Juntura, which totals 235.24 miles, or an average of approximately 47 miles maintained by crews from five headquarters.

The above plan contemplates the maintenance of the same mileage from four maintenance station headquarters as is now performed from five, with an average of approximately 59 miles supervised by each section. This plan will result in some saving in the per-mile cost of maintaining the 235 miles of highway, due to the elimination of one headquarters and the better location of the headquarters with relation to the traffic demands.

In view of the savings effected in cost and simplification of our maintenance organization, it is my recommendation that the above proposed plan be approved and that the petition be denied.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Williams
Mr. Stiffler

WWS:er RHB:bl

RECEIVED
FOR FILING

FORM E-30X 18M 1-52 35419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 1, 1952

SUBJECT:

Vale

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Mr. McComb and Mr. Chidsey point out that whereas we now have 5 section headquarters in Malheur County, in their opinion we could reorganize and reduce to 4 sections and provide more efficient maintenance and more prompt service to the public.

The proposed reorganization would involve the continuation of Section Headquarters at Ontario, Brogan, Juntura and the combining of the Harper and Nyssa crews at a new Headquarters to be located at Vale.

The section limits would be changed giving Ontario the Nyssa Adrian secondaries in exchange for the Vale-Cairo section which would go to Vale. The Juntura crew would be given a few more miles of the Central Oregon towards Harper and the Vale Crew given from there to Vale. Giving the Vale crew part of the John Day Highway is a possibility, however it could better be considered after the crew is established at Vale.

It is axiomatic that maintenance requirements in general and traffic service in particular vary as the density of population therefore, the crew at Vale could be in position to better serve their section if located at Vale rather than Harper.

Vale is the county seat and a more attractive home site for crew members providing more adequate markets, churches, schools etc. There is also better communications and a large reserve of temporary labor, materials and supplies in case of emergencies.

The Malheur County Court has a suitable 0.92 acre headquarters site in Vale located across the railroad from the Central Oregon Highway and adjacent to the County Shops which they offer to deed to the State free of cost. Electric power, city water and a sewer are immediately available.

NOTED
W. W. STIFFLER

We attach a sketch map showing the proposed site also a Statement of Information and Original Authorization for Negotiation form.

Forwarded
To H.G. Smith
4-24-52
WVS.

We concur in Mr. McComb's and Mr. Chidsey's recommendation that the site be purchased and that the proposed reorganization be made when a maintenance building has been constructed as provided in the budget.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD/db
cc-
Enclosures

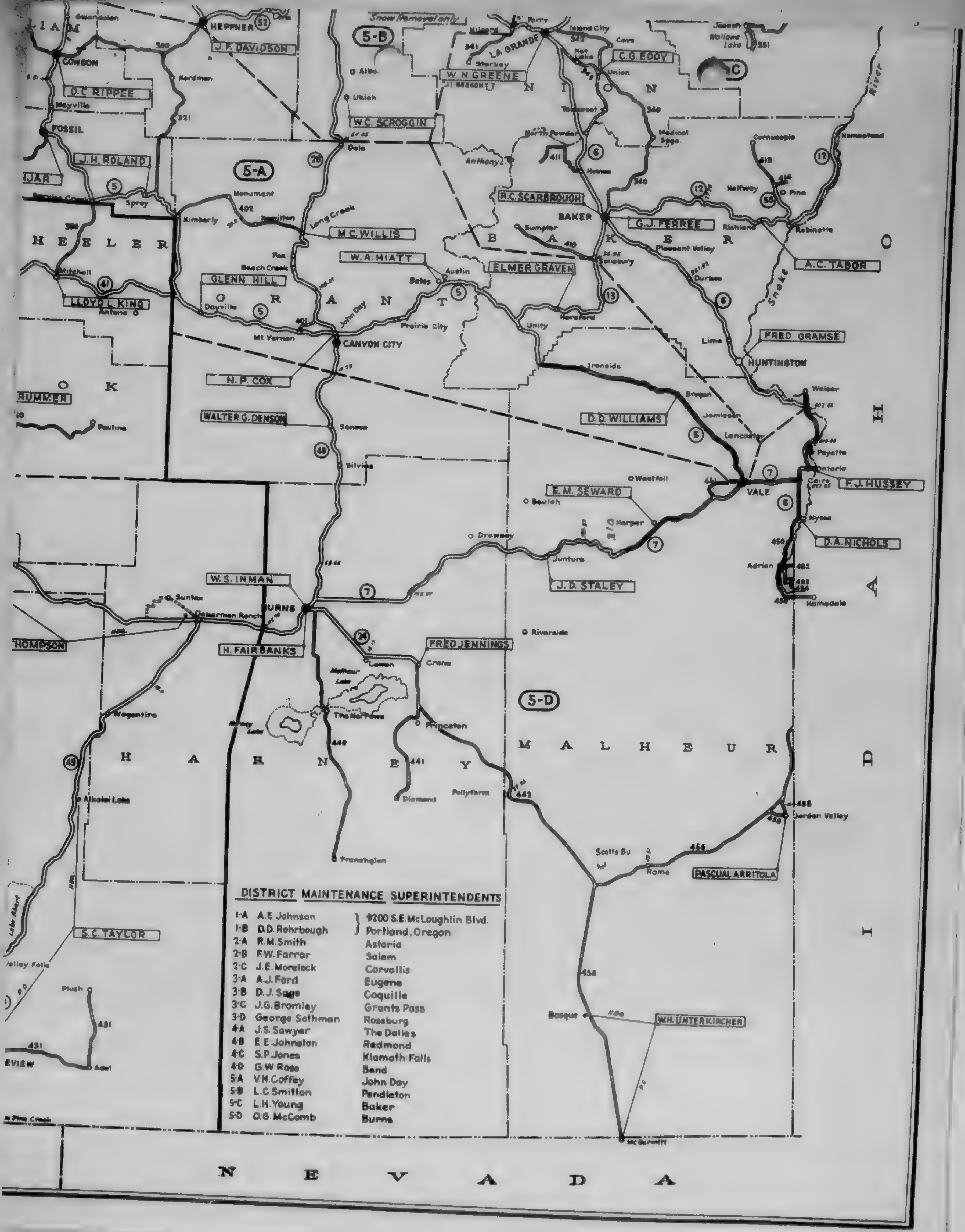
OREGON STATE HIGHWAY COMMISSION
Maintenance Department
Salem, Oregon

Proposed Revision of Section Limits
Malheur County
Present Distribution

		Nyssa	Ontario	Harper	Brogan	Juntura
Central Oregon	155.07 - 190.00					34.93
	190.00 - 199.37					9.37
" "	199.37 - 245.78			46.41		
	245.78 - 258.59		12.81			
Old Ore. Trail	402.46 -431.19		28.73			
Weiser Spur			1.99			
Payette Spur			1.67			
John Day	226.34 - 281.36				55.02	
450		22.54				
451				10.72		
452		2.77				
453		3.19				
454		5.09				
Present Total Mileage		33.59	45.20	57.13	55.02	44.30

	Proposed - Distribution	Ontario	Vale	Brogan	Juntura
Central Oregon	155.07 - 210.00				54.93
" "	210.00 - 258.59		48.59		
Old Ore. Trail	402.36 - 431.19	28.73			
Weiser Spur		1.99			
Payette Spur		1.67			
John Day	226.34 - 281.36			55.02	
450		22.54			
451			10.72		
452		2.77			
453		3.19			
454		5.09			
NEW TOTAL MILEAGE AS PROPOSED		65.98	59.31	55.02	54.93

IAD/db
4-2-52



DISTRICT MAINTENANCE SUPERINTENDENTS

1-A	A.E. Johnson	9200 S.E. McLoughlin Blvd. Portland, Oregon
1-B	D.D. Rohrbough	9200 S.E. McLoughlin Blvd. Portland, Oregon
2-A	R.M. Smith	Astoria
2-B	F.W. Farrar	Salem
2-C	J.E. Morelock	Corvallis
3-A	A.J. Ford	Eugene
3-B	D.J. Sage	Coquille
3-C	J.G. Bromley	Grants Pass
3-D	George Sothman	Roseburg
4-A	J.S. Sawyer	The Dalles
4-B	E.E. Johnston	Redmond
4-C	S.P. Jones	Klamath Falls
4-D	G.W. Ross	Bend
5-A	V.H. Coffey	John Day
5-B	L.C. Smitton	Pendleton
5-C	L.H. Young	Baker
5-D	O.G. McComb	Burns

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

DOUGLAS McKAY
GOVERNOR

March 24, 1952

Mrs. Callie M. Chastain, Secretary
Harper Grange
Harper, Oregon

Dear Mrs. Chastain:

The petition from the members of Harper Grange which you mailed to me will be presented to Mr. R. H. Baldock, State Highway Engineer, for the attention of the State Highway Commission.

The Commission has full jurisdiction in the establishment of the headquarters for highway maintenance crews and other members of the State Highway Department, but I shall be glad to ask for a report from Mr. Baldock after the Commission has an opportunity to consider the petition.

COPY

I know that you will hear direct from Mr. Baldock when a report is available for you.

Very truly yours,

Governor

DM:PS

37- [illegible]

TO THE HONORABLE [illegible], GOVERNOR OF THE STATE OF OREGON:

WE, THE UNDERSIGNED, [illegible] OF [illegible] COUNTY, DO HEREBY PROTEST THE CONTEMPLATED MOVING OF THE HIGHWAY PATROLMAN [illegible] FROM HARPER, OREGON, TO [illegible], [illegible], [illegible] THAT SAID PATROL[illegible] LOCATED IN HARPER FOR [illegible] YEARS AND IS IN THE GEOGRAPHICAL CENTER OF THE SECTION [illegible].

John M. Joyce	Harper, Ore
Raymond Joyce	Harper, Or.
Virgil P. Hucke	Harper, Or
D. D. McKay	Harper, Ore.
W A Grigg	Harper Oregon.
Alvin B. Coons	Harper Oregon
Ernest O. Mitchell	Harper Oregon
Richard S. Smith	Westfall Oregon
John H. Coleman	Harper, Oregon
W M Bethel	Harper Ore.
A. T. Winters	Harper Ore
L F Hucker	Harper Oregon
Richard Jordan	Westfall Ore.
Fred White	Harper Ore
Wm. A. Hanna	Harper Ore
I L Burk	Harper Ore
Joe Goucher	Harper Ore.

I Virgil P. Hunker do hereby state that these signatures are genuine and that they reside at the addresses given.

Signed Virgil P. Hunker

Subscribed and sworn to before me this 20 day of March 1952

Cynthia McClure
Notary Public

My Commission Expires
12-19-54

Stevie C. Woodward	Harper Ore
~~Bettie A White~~	~~Harper Ore~~
S A Hanna	Harper Ore
Robert B Copeland	Harper Oregon
W. D. Winniford	Harper Oregon
James Carter	Harper Ore
Ted Jordan	Westfall Ore
A J Hart	Harper Ore

I Virgil P. Hicker do hereby state that these signatures are genuine and that they reside at the addresses given.

Signed Virgil P. Hicker

Subscribed and sworn to before me this 20 day of March 1952

My Commission Expires
12-19-54

Cynthia McClure
Notary Public

7

Callie M. Chastain, Secy.
William Chastain, Master

TO THE HONORABLE DOUGLAS MCKAY, GOVERNOR OF THE STATE OF OREGON:

WE, THE UNDERSIGNED, IN SUPPORT OF THE HARPER GRANGE, DO HEREBY PROTEST THE CONTEMPLATED MOVING OF THE HIGHWAY MAINTENANCE CREW FROM HARPER, OREGON, TO VALE, OREGON, ON THE GROUNDS THAT SAID PERSONNEL HAS BEEN LOCATED IN HARPER FOR THE PAST TWENTY YEARS AND IS IN THE GEOGRAPHICAL CENTER OF THE SECTION AS NOW SET UP.

Ethel Hucker	Harper	Oregon
A. W. Hucker	"	"
[illegible]	"	"
Mrs. [illegible]	"	"
Mrs. [illegible]	"	
[illegible]	"	"
Mrs. [illegible]		
[illegible]		
Nancy Jordan	"	"
Mrs Harry J. Payne	"	"
Mrs. [illegible]	"	"
[illegible]		
[illegible]		
[illegible]		
[illegible]		
Ella Belgarde		
C M Larson — Harper.		

I Teddy A. Hughes do hereby state that these signatures are genuine and that they reside at the address given

Signed Teddy A. Hughes

Subscribed and sworn to beforeme this 20 day of March 1952

My Commission Expires

12-19-54

Eunice McClure

Notary Public

[illegible] [illegible] Oregon

Delbert Lammers Harper Ore.
Ivan W Harker Harper Rt I Ore

I Teddy A. Harker do hereby state that these signatures are genuine and that they reside at the address given.

Signed Teddy A. Harker

Subscribed and sworn to before me this 20 day of March 1952

My Commission Expires
12-19-54

Cynthia McClure
Notary Public

Callie M. Chastain, Secy.
[illegible]

TO THE HONORABLE DOUGLAS MCKAY, GOVERNOR OF THE STATE OF OREGON:

WE, THE UNDERSIGNED, IN SUPPORT OF THE HARPER GRANGE, DO HEREBY PROTEST THE CONTEMPLATED MOVING OF THE HIGHWAY MAINTENANCE CREW FROM HARPER, OREGON, TO VALE, OREGON, ON THE GROUNDS THAT SAID PATROL HAS BEEN LOCATED IN HARPER FOR THE PAST TWENTY YEARS AND IS IN THE GEOGRAPHICAL CENTER OF THE SECTION AS NOW SET UP.

C W Jenkins	Westfall Ore.
Bud Becker	Westfall, Ore
Rachel Looney	Westfall, Ore.
James Linville	Westfall, Ore
Chas. Looney	Westfall ore
Floyd Emerson	Westfall ore
George Carmichael	Westfall ore
Segundo Arriola	Westfall Ore
Daniel Arriola	Westfall, ore.
Francis Mulley	Westfall Or
Russell Kelsay	Westfall Oregon
William Kingman	westfall Oregon
J D Lawrence	westfall Oregon
J C Hart	Westfall Oreg
Harold Jenkins 16	Westfall Oreg
Violet Jenkins	Westfall Oreg
	Westfall Oregon

I Carrie Cammann do hereby state that these signatures are genuine and that they reside at the adress given

Signed Carrie Cammann

Subscribed and sworn to before me this 19 day of March 1952

My Commission Expired
12-19-54

Cynthia McClure
Notary Public

John B. Smit	Westfall Ore
Maude [illegible]	Westfall Ore
Willis Turner	Westfall Ore
Blanche Becker	Westfall Ore
Carrie Becker	Westfall Ore
Nelora Jordan	Westfall Ore.
A. Bergman	Westfall Ore
Frank Smith	Westfall Ore
Dorathy Kenny	Westfall Ore
Charles L. Kenny	Westfall Ore
[illegible]	[illegible]
[illegible] M [illegible]	[illegible]
Mildred [illegible]	Westfall Ore
Merle Cummings	Westfall Oregon

14 Callie N. Chester, Secy.
[illegible] Christian, M[illegible]

I Carrie Cammann do hereby state that these signatures are genuine and that they reside at the adress given.

Signed Carrie Cammann

Sworn to before me this 19 day of March, 1952

Cynthia McClure
Notary Public

My Commission Expires
12-19-54

TO THE HONORABLE DOUGLAS MCKAY, GOVERNOR OF THE STATE OF OREGON:

WE, THE UNDERSIGNED, THE SUPPORTERS OF THE HARPER OREGON, DO HEREBY PROTEST THE PROPOSED REMOVAL OF THE HIGHWAY MAINTENANCE CREW FROM HARPER, OREGON, TO VALE, OREGON, ON THE GROUNDS THAT SAID PATROL HAS BEEN LOCATED IN HARPER FOR THE PAST TWENTY YEARS AND IS IN THE GEOGRAPHICAL CENTER OF THE DISTRICT AS NOW SET UP.

F J Walters	Westfall Oregon
Teddy A. Hucker	Harper, Oregon
Robert M. McKay	Harper Oregon
[illegible]	[illegible]
Mrs Green [illegible]	Harper Oregon
[illegible]	[illegible] Oregon
[illegible] Moore	Harper Oregon
H. O'Toole	Harper, Oregon
Ed Rupe	Harpers Oregon
J. C. Hale	Harper Oregon
Maxine Minty	Harper Oregon
Mrs Fred White	Harper Oregon
M. J. Hamilton	
Eddie [illegible]worth	Harper Oreg
Frank Coleman	Harper Oregon
Cleo M. Boyland	Harper Oregon

16

I G B McClure do hereby state that these signatures are genuine and that they reside at the address given.

Signed G B McClure

Subscribed and sworn to before me this 19 day of March 1952

Cynthia McClure
Notary Public

My Commission Exp. 12-19-54

Thomas M. Christian	Harper ore.
Lib Christian	Harper Ore.
Willard W. Witham	Harper, ore.
Violet Miller	Harper Oreg.
Vern Miller	Harper Oreg
E. Witham	Harper oregon
L. V. Kinsman	Harper ore.
[illegible]	Harper, Oregon
Evangeline Knighton	Harper, Oregon
Idell W. [illegible]	Harper Ore
Roy W. [illegible]	Harper Ore
Laurel Amick	Harper Ore.
Virgil E. Campbell	Harper Oreg.
[illegible]	Harper Oregon
Alma [illegible]	Harper, Oregon
[illegible] Jr.	Harper Ore.
Bill Jordan Harper Oregon	
[illegible] McClure	Harper, Oregon
Mrs [illegible]	Harper Oregon
Mrs. L. F. Hotchkin	Harper Ore.
Mrs. T. P. [illegible]	Harper, Ore.
Mrs Mary [illegible].	

I G B McClure do hereby state that these signatures are genuine and that they reside at the address given.

Signed G K McClure

Subscribed and sworn to before me this 19 day of March 1952

My Commission Exp. 12-19-54 Cynthia McClure
Notary Public

R M Knighten		Harper Ore
Alfred Whit[illegible]		Harper Ore
Edith Mikesell		Harper, Ore.
William F Grigg		Harper Ore
[illegible] Dick		Harper Oregon
[illegible]		[illegible]
[illegible]		[illegible]
Mrs. R. B. Copeland.		Harper Ore
Robert B. Copeland		Harper Ore.
Mrs Wm A. Hanna		Harper Oregon
Wm A. Hanna		Harper Oregon
Mrs. May Hanna		Harper Oregon
Frank Marchik		Harper Oregon
Earl Flock		Harper
Don Grigg		Harper, Ore
E. O. Hawkins		Harper Ore.
Merle Knudson		Harper, Ore.
Mary Gale		Harper. Oregon
Harold Bertolotti		Harper Oregon
Mrs. Kimzey Bertolotti		Harper Oregon
Warren M Phillips		Harper Oregon
Elva Palmer		Harper, Oregon
George Palmer		Harper Oregon
A. R. Terry	25	Harper, Oregon
C. W. Palmer		Harper Oregon

I G B McClure do hereby state that these signatures are genuine and that they reside at the address given.

Signed G B McClure

Subscribed and sworn to before me this 19 day of March 1952

My Commission Exp.
12-19-54

Cynthia McClure
Notary Public

Evalyn Hart	Harper, Oregon
H E Gregg	Harper Oregon
Herschel O Walton	" "
[illegible]	Harper, Oregon.
W H Woodworth	Harper Oregon
Geneva Lynd	Harper Oregon
John Cofman	Harper Oregon
Betty Joe Goucher	Harper, Oregon
Viola L. Ruckman Harper, Oregon	~~Harper, Oregon~~
Mrs. W. D. Winniford	Harper, Oregon.
Mary Jo O Toole	Harper, Oregon
Ray E. Lynd	Harper Oregon.
Mrs Gladys Makin	Harper Oregon
L.W. Chastain	Harper, Oregon
Jack Spaulding	" "
Emily McKay	" "
Melfred Makin.	Harper Ore.
[illegible]	Ore
Lloyd Fox	Harper Ore,
20 Delmer R Boyan	Harper Ore

I G.B. McClure do hereby state that these signatures are genuine and that they reside at the address given

Signed G.B. McClure

Subscribed and sworn to before me this 19 day of March 1952

Amelia McClure
Notary Public

My Commission Exp.
12-19-54

Kenneth Palmer
Clayton W. Shira

Harper Ord.
Harper Oregon

Carrie M Chastain Secy.
William Chastain, Master

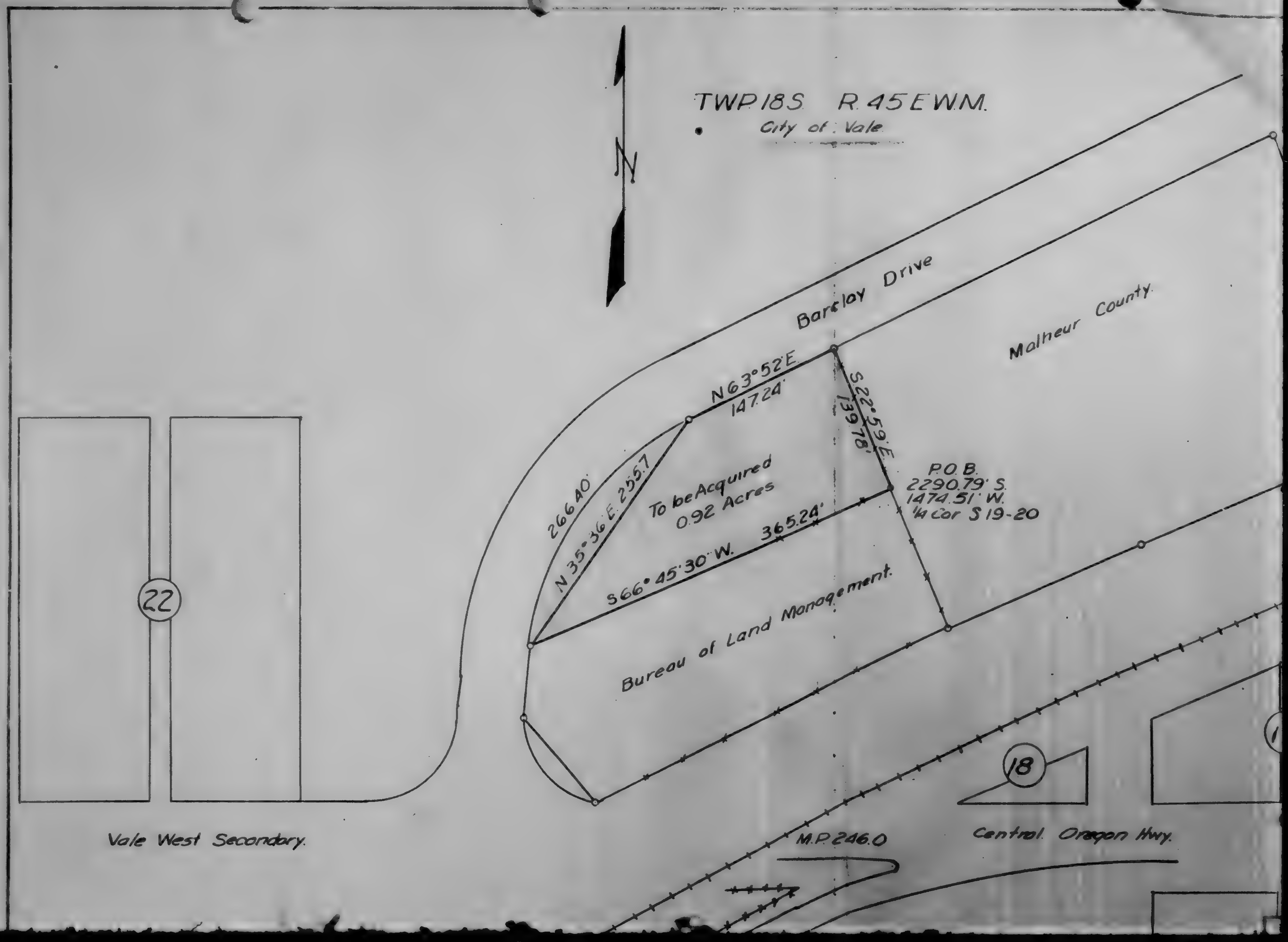
I G. B McClure do hereby state that these signatures are genuine and that they reside at the address given.

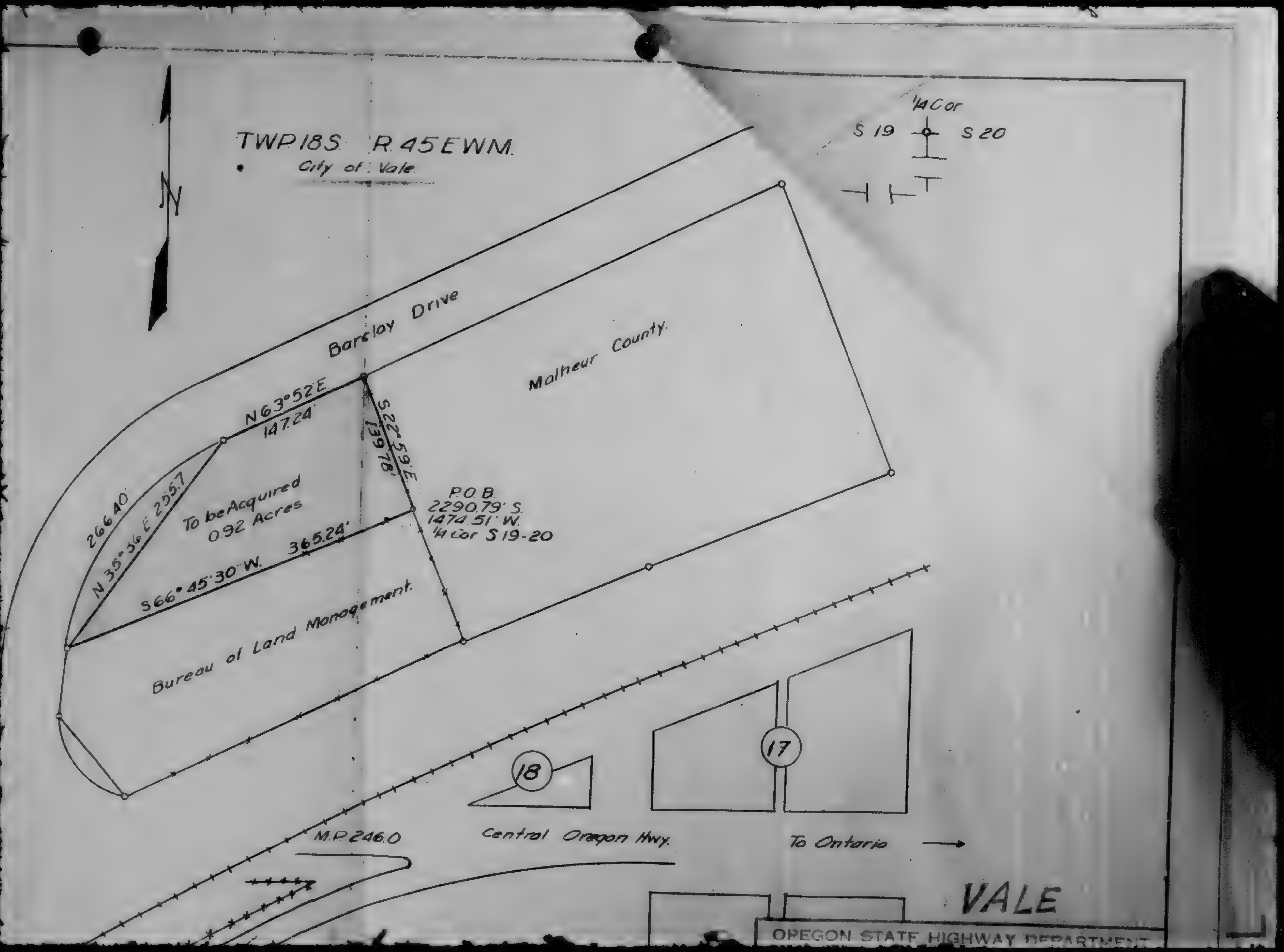
Signed G B McClure

Subscribed and sworn to before me this 19 day of March 1952

Cynthia McClure
Notary Public

My Commission Exp.
12-19-54


TWP.18S R.45E.W.M.
City of Vale
N
Barclay Drive
Malheur County
N63°52'E
147.24'
S22°59'E
139.78'
266.40'
N35°36'E 255.7
To be Acquired
0.92 Acres
S66°45'30"W. 365.24'
P.O.B.
2290.79' S.
1474.51' W.
¼ Cor S19-20
Bureau of Land Management.
22
18
Vale West Secondary.
M.P. 246.0
Central Oregon Hwy.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TWP.18S R.45E W.M.
City of Vale
1/4 Cor
S 19
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Barclay Drive
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18
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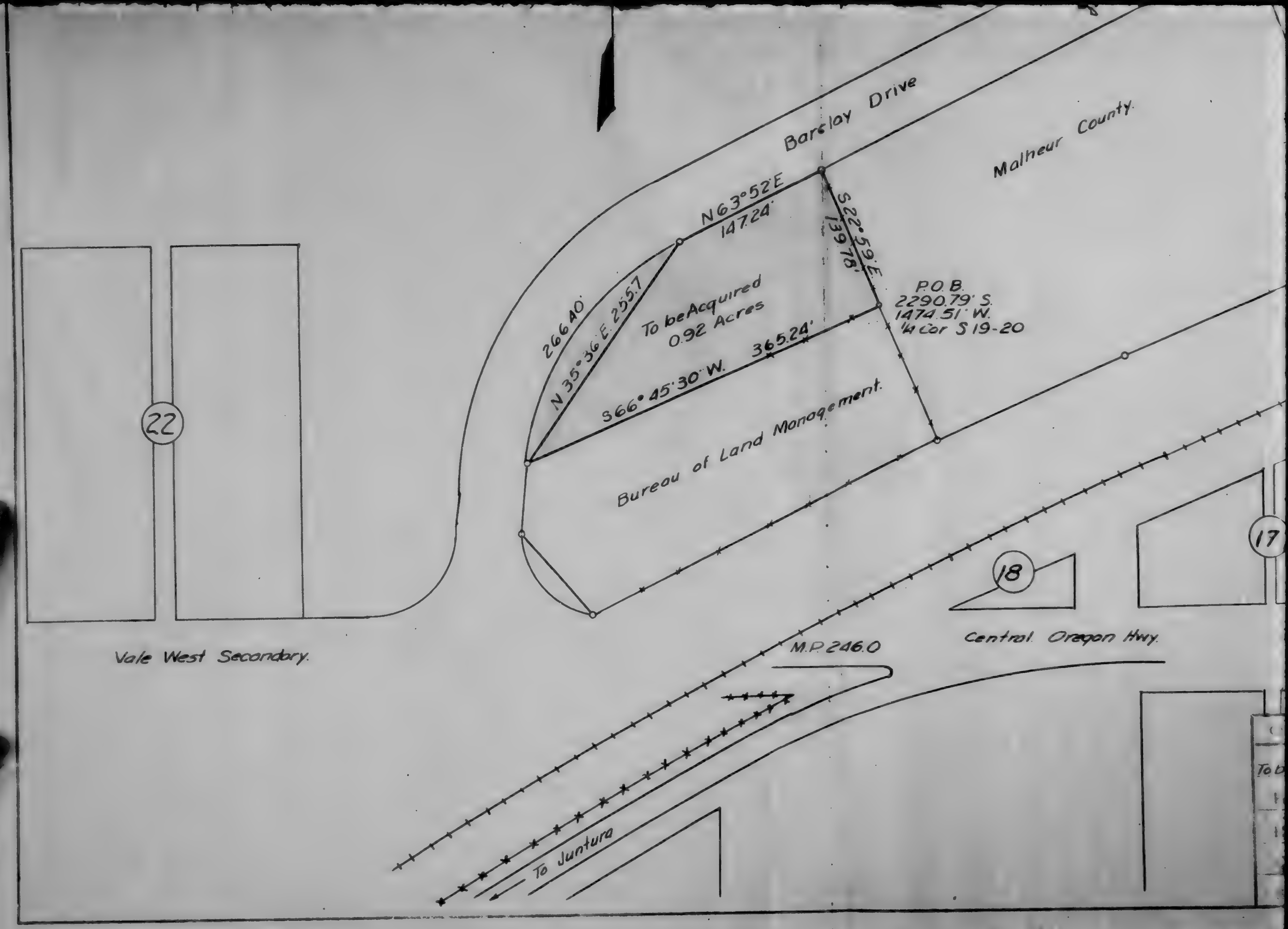
M.P. 246.0
Central Oregon Hwy.
To Ontario
VALE
OREGON STATE HIGHWAY DEPARTMENT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2290.79' S.
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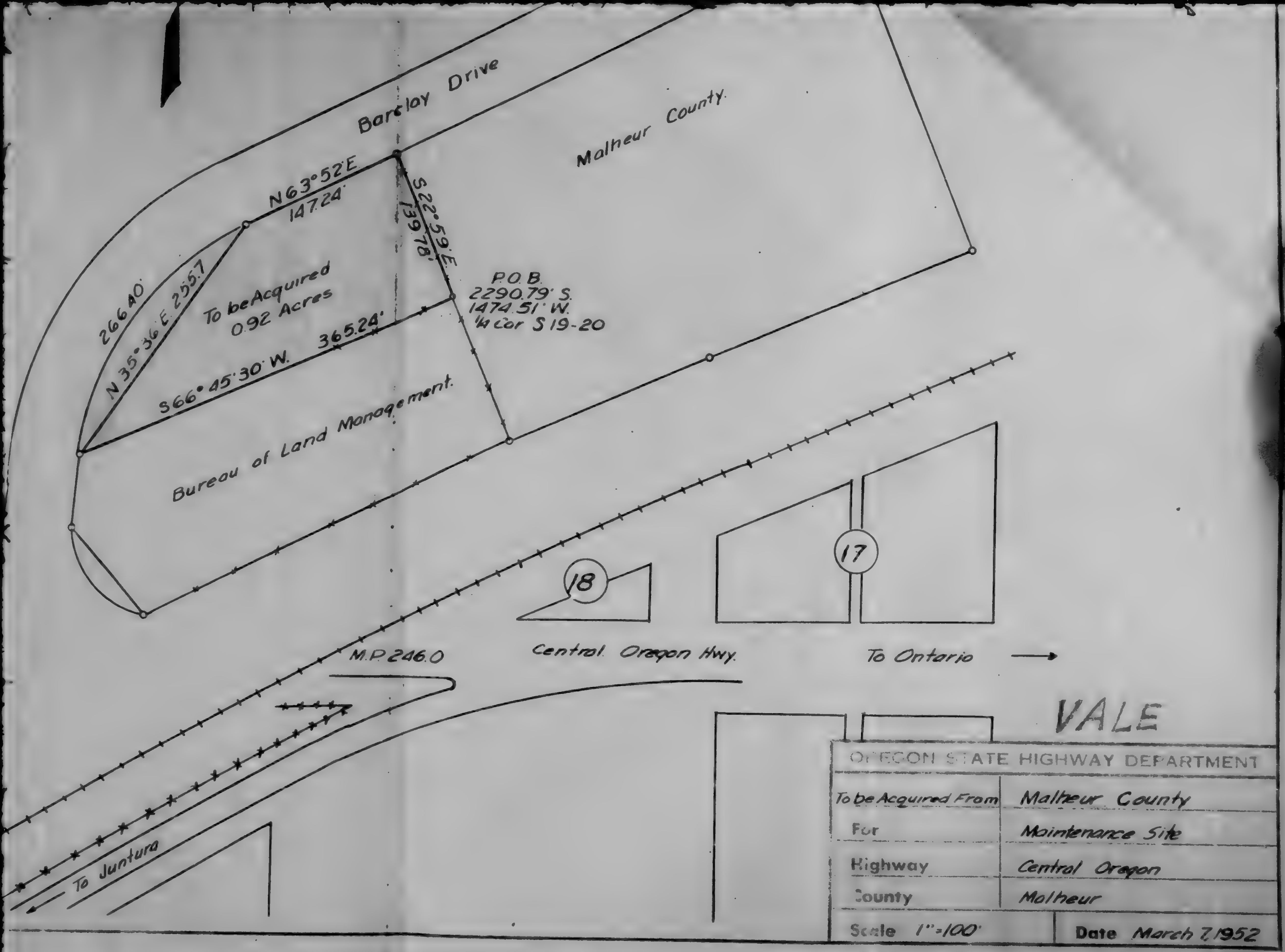
Bureau of Land Management.
22
18
17
Vale West Secondary.
M.P. 246.0
Central Oregon Hwy.
To Juntura
To b



OREGON STATE HIGHWAY DEPARTMENT	
To be Acquired From	Malheur County
For	Maintenance Site
Highway	Central Oregon
County	Malheur
Scale 1"=100'	Date March 7, 1952

31-3736 Elgin Rock Production Proj. 1952
on the Wallowa Lake & Weston-
#3736 Elgin Hwys. in vicinity of Elgin.

RHF

March 25th, 1953

FINAL COST ANALYSIS
Rock Production Wallowa Lake & Weston-Elgin Highways
C. E. Leseberg, Contractor
C. D. Cannon, Resident Engineer

Elgin Section
Contract #3736
31-

Prefix 31-8306

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Gravel in SP	3,707.87	Cu. Yd.	$3.00	$2.683	$9,949.14	$11,123.61
½"-¼" " " " "	3,607.56	" "	3.00	2.683	9,680.01	10,822.68
¼"-#10 " " " "	1,463.09	" "	3.00	2.683	3,926.40	4,389.27
SP Screen Rejects in SP	91.12	" "	0.25	0.25	22.78	22.78
SP Haul Adj. in Favor of State	274.55	Yd. Mi.	0.10	0.10	________	- 274.55
					$23,578.33	$26,083.79

Gross Revenue	$26,083.79
Total Cost	23,578.33
Net Profit	$ 2,505.46

Net Profit Equals 9.60% of Gross Revenue

Elgin Section

Detail of Cost

Labor:		
Supervision	$1,707.00	
Labor	6,637.94	
Labor Insurance	522.13	
		$8,867.07
Equipment Rental & Misc. Supplies:		
Equipment Rental (Owned)	$9,384.62	
Hired Trucks (Incl. Operators)	1,256.44	
Gas, Oil & Grease	2,127.68	
P.L. & P.D. Insurance	104.31	
P.U.C.	153.60	
Small Tools & Misc. Supplies	238.56	
Freight & Cartage	462.58	
Bond	200.97	
Home Office & General Overhead	782.50	
		14,711.26
Total Cost		$23,578.33

Elgin Rock Production

Breakdown of Crushing Costs

Item	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up	8,778.57	Cu. Yd.	$2,049.03	$0.233
Haul to Crusher	"	" "	3,312.59	0.377
Crushing	"	" "	9,034.18	1.029
Haul to SP (Av. Haul 5.7 Mi.)	"	" "	7,347.18	0.837
Stockpile	"	" "	1,812.57	0.207
				$2.683

Actual crushing time - 254 hours. Average production - 34.56 cubic yards per hour.

Elgin Section

Remarks:

This was a "State Project" for crushing and stockpiling 8,778.52 cubic yards of crushed rock for maintenance. The contract was bid and awarded May 27th, 1952, work was started September 23rd, and was completed November 18th, 1952.

The contractor used a gravel bar adjacent to Phillips Creek 0.1 mile westerly from M.P. 19.96 on the Wallowa Lake Highway instead of the specified quarry at M.P. 23.3. This pit is privately-owned and was made available to the contractor by the owners in return for crushing and placing some crushed material and rejects on their lumber stacking yards and roads. The contractor reduced his price to the State Highway Department from $3.19 to $3.00 per cubic yard for the privilege of using gravel which decreased the truck haul to stockpiles.

The contractor started moving in his equipment September 23rd, 1952, and was set up and started crushing October 8th. Mechanical trouble caused intermittent operation during the second week, and a week was lost because of a broken crusher shaft. The crushing plant worked one 10-hour shift during the crushing operation. Completed crushing November 18th, 1952.

The crushing plant consisted of a 15 x 36 breaker, 10 x 36 jaw and 40 x 20 rolls and a triple-deck screen. Crusher was fed by a D-7 cat and 3/4-yard dragline shovel. Seven trucks were used by the contractor to haul material from the plant to stockpiles, two 5-yard rented and three 10-yard and one 5-yard owned by the contractor. The hired trucks were used only for the long haul.

This was a very good pit, and the contractor had good production while operating. 8,778.2 cu. yds. were produced in 254 hours crushing time for an average of 34.56 cu. yds. per hour.

The contractor had good bid prices and personally supervised, realizing a good profit.

E. H. Clymer
Chief Cost Analyst

By . . C. E. Layton

31-5306

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 16, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3736	3-final	C. E. LESEBERG	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2336	B-60176	$ 511.66	2/16/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Dec. 15, 1952

Time Extensions: None

Completion Date: Nov. 18, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-19-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 19 1953

A. A. Wichlander

RECEIVED
FOR FILING

31-23, 6

[illegible]

January 30, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3736 covering the Elgin Rock Production Project on the Wallowa Lake and Weston-Elgin Highways in Union and Wallowa Counties was completed by the contractor, C. E. Leseberg, on November 18 and was formally accepted by the Highway Commission on November 24, 1952.

Final payment in the amount of $511.66 will be released to the contractor on or after February 9, 1953. The total contract amount is $26,083.79, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Bernard Eastman
P. O. Box 2
Nyssa, Oregon

NOTED ON CARD

[illegible]

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[illegible]

3736

December 31, 1952

Dixon and Burleigh
Attorneys at Law
West-Jacobson Building
La Grande, Oregon

Attention: Mr. R. D. H. Swindley

Gentlemen:

We have your letter of December 30 concerning the claim of Eugene A. Smith against H. J. and H. W. Miller in the sum of $914.40 for overtime wages in connection with the Millers' subcontract for supplying crushed rock near Elgin.

State Highway Contract No. 3708 was awarded to H. J. and H. W. Miller for paving of Baltimore Street and 15th Avenue in Elgin. The surety on this contract was the Aetna Casualty and Surety Company through Baker Insurance Agency, Inc., 1923 Washington, Baker, Oregon. The contract was completed September 8, accepted by the Commission on October 20, and final payment mailed December 17, 1952; however, the Millers were the principals, not the subcontractors on this job.

C. E. Leseberg, 211 Ennis Avenue, Nyssa, Oregon, also was awarded a contract, No. 3736, for rock production on the Elgin Section of the Wallowa Lake and Weston-Elgin highways. This contract was completed November 18 and accepted by the Highway Commission November 24, 1952. We do not know if the Millers performed any subcontracting on this job or not.

So that we may identify accurately the contract to which the claim pertains, can you provide us with more information in order that we can advise the proper surety and contractor that the claim has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

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DEC 1 1952
FOR FILING

91-6[illegible]

[illegible]

R

November 28, 1952

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor Mills Tower
San Francisco, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. E. Leseberg on Contract No. 3736 covering rock production on the Elgin Section of the Wallowa Lake and Weston-Elgin highways in Union and Wallowa counties. This payment, in the amount of $10,344.13, will be released to the contractor on or after December 18, 1952. The retained percentage is $790.89.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. Bernard Eastman
P. O. Box 2
Nyssa, Oregon

Noted on card M. D.
11-28-52

Form E-1

31-8306

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 21, 1952

Section Elgin Rock Production
Kind of work Rock Production
Highway Wallowa Lake and Weston-Elgin
Section prefix 31-8306
Contractor C. E. Leseberg
Contract number 3736
Date of contract May 27, 1952
Date of completion December 15, 1952
Date work started September 23, 1952
Estimated date of completion November 18, 1952
Amount of contract $ 26,796.00
Per cent of time elapsed 1 79/202 89 %
Estimated cost of completed project, exclusive of engineering $ 26,400.00
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $ 1700. , 6.3 %
Date project was completed November 18, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed November 18, 1952.

Semi-final to Salem November 20, 1952

FINAL REPORT

RECEIVED
[illegible]
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			8,400		
Estimated quantities moved or placed to date			8,870		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			November 18. Completed Project.
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

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FOR FILING

June 23, 1952

Mr. C. E. Leseberg
211 Ennis Avenue
Nyssa, Oregon

Dear Sir:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3724, for rock production on the Meacham Section of the Old Oregon Trail in Umatilla and Union Counties, awarded May 26,1952.

Contract No. 3736, covering the Elgin Rock Production Project on the Wallowa Lake and Weston-Elgin Highways in Union and Wallowa Counties, awarded May 27, 1952.

An executed copy of each of the above contracts is also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
MAY [illegible] 1952
FOR FILING

[illegible]

May 29, 1952

Mr. C. E. Leseberg
201 Reece Avenue
Nyssa, Oregon

Dear Mr. Leseberg:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3736 for the Elgin Rock Production Project on the Wallowa Lake and Weston-Elgin Highways in Union County. This award was based on your low bid of $26,796.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

332-1704 Enterprise (River Street) [illegible]
Grading and Paving Project
#3737 in Enterprise.

RECEIVED
OCT 22 1953
FOR FILING

332-1701

3737

October 21, 1953

The Aetna Casualty and Surety Company
300 Yeon Building
Portland, Oregon

Attention: Mr. H. P. Atterbury

Gentlemen:

State Highway Contract No. 3737, awarded to H. J. and H. W. Miller for work on the River Street Section in Enterprise, was accepted by the Highway Commission on September 24, 1953. The total amount of the contract has been determined at $11,897.41, but final payment has not yet been made.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Memorandum from ÆTNA *the Bonding Department of*

THE ÆTNA CASUALTY AND SURETY COMPANY

PORTLAND OFFICE, ROOM 300, YEON BUILDING ..... PHONE CApitol 9111

Hayward Andrews, *Manager* . . . . S. R. Walsh, *Superintendent*

Oregon State Highway Commission
Salem,
Oregon

October 20, 1953

Att: H. B. Glaisyer, Secretary

Re: 42 S 14395
Contract No. 3737
H. J. & H. W. Miller

Gentlemen:

Referring to the captioned bond written in the amount of $13,215 on behalf of H. J. & H. W. Miller for grading and paving on the Enterprise (River Road) Section in Wallowa County, Oregon.

On September 8, you advised "contract not accepted. Extension of time has been approved. May be ~~ex~~accepted at commission meeting September 24, and 25."

Would you kindly advise if this contract has now been accepted and the final payment made.

Yours very truly,

H P Atterbury
H. P. Atterbury
Bond Dept.

HPA:djl

REFERRED TO
BY SECRETARY

RECEIVED
OCT 21 1953
OREGON
STATE HIGHWAY COMMISSION

NO JOB TOO BIG . . . NO JOB TOO SMALL . . . FOR ÆTNA CONTRACT BOND SERVICE

(S-1694)

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 7, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
332-1704 3737	4 & 5 - Final	H. J. & H. W. Miller	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19315	R-77483	$ 996.07	10/6/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 15, 1952

Time Extensions: to Dec. 8, 1952

Completion Date: Dec. 8, 1952

Date Accepted: Sept. 24, 1953

Penalties: none

Claims: none

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
by Floyd Query

Warrant Mailed:

a. a. Wuhlaender

NOTED ON CARD
10-12-53

RECEIVED
FOR FILING

[illegible]

3737

August 28, 1953

The Aetna Casualty & Surety Co.
Portland Service Dept.
300 Yeon Building
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3737 for grading and paving on the Enterprise (River Street) Section in Wallowa County was completed by the contractor, H. J. & H. W. Miller, on December 8, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $996.07 will be released to the contractor after acceptance by the Commission. The total contract amount is $11,897.41 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Baker Insurance Agency, Inc.
1923 Washington
Baker, Oregon

NOTED ON CARD
[illegible]

RECEIVED

FOR FILING

[illegible]

3737

August 13, 1953

H. J. & H. W. Miller
218 Bridge St.
Baker, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 6, 1953, had under discussion your request for an extension of time of 84 days, from September 15, 1952 to December 8, 1952, within which to complete your contract No. 3737 for grading and paving on the Enterprise (River Street) City Street Section in Wallowa County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. F. Parson,
Division Engineer

W. A. Cameron,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

8-13-53

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AUG 3 1953
FOR FILING

[illegible]

[illegible]

July [illegible], 1953

Request for extension of time
No. 2. Last request for
August 6 and 7 meeting

Oregon State Highway Commission

Gentlemen:

Herewith request from [illegible] and [illegible] Miller for an extension of time on the Enterprise City Street Contract No. [illegible] from September 15, 1952 to December 5, 1952.

The contractors' failure to complete this job on time was primarily due to lack of adequate hauling equipment. This is one of the first jobs they have had since starting contracting, and they were not too well organized for performing the work. However, there was very little inconvenience to the local people and no overrun on engineering cost. I would recommend, therefore, that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

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JUL 22 1953
FOR FILING

332-124

3737

July 21, 1953

The Aetna Casualty and Surety Company
300 Yeon Building
Portland 4, Oregon

Attention: Mr. W. H. Eagleton

Gentlemen:

The extension of time for Contract No. 3737 from September 15, 1952, to December 8, 1952, is expected to be presented to the Commission for approval on July 22, 1953. This job is for grading and paving River Street in Enterprise, awarded to H. J. and H. W. Miller.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Memorandum from *the Bonding Department of*

THE ÆTNA CASUALTY AND SURETY COMPANY

PORTLAND OFFICE, ROOM 300 YEON BUILDING . . . . . . PHONE CApitol 9111

Hayward Andrews, *Manager* . . . . William H. Eagleton, *Superintendent*

July 16, 1953

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: Bond 42 S 14395
H. J. & H. W. Miller, d/b/a
H. J. & H. W. Miller
Contract No. 3737 for
Grading and Paving of
Enterprise (River Street)
Section in Wallowa County, Ore.

Gentlemen:

Thank you for your letter of July 13, 1953. However, a check of our files indicates that we sent the extension of time with our consent on June 5, 1953. A copy of that request for extension of time is attached.

Would you please advise at your earliest convenience.

Yours very truly,

W H Eagleton

Supt. Fidelity & Surety Dept.

WHEagleton:gn
Attch.

REFERRED TO [illegible]
BY SECRETARY

[illegible]

M 7 51

OREGON STATE HIGHWAY COMMISSION

CONTRACTORS REQUEST FOR EXTENSION OF TIME TO COMPLETE CONSTRUCTION CONTRACT

Date October 15, 1952

Oregon State Highway Commission,
Salem, Oregon.

COPY

Gentlemen:

We, the undersigned, respectfully request an extension of 54 days time, from October 15, 1952, to December 8, 1952, within which to complete our Contract No. 3737, described as follows:

The above request is based upon the following reasons:

Lack of equipment to haul shoulder materials.

Respectfully submitted,

/s/ H J & H W Miller Contractor

By /s/ H W Miller

CONSENT OF SURETY

Date June 5, 1953

We, The Aetna Casualty and Surety Company, as surety on the bond guaranteeing the completion of the contract above named and listed, hereby join in and consent to said request for extension of time, and hereby agree to remain fully bound as surety in all respects as if the latest extended date hereinabove stated had been stipulated in the original agreement.

Attest:
H.P.Atterbury - Resident Asst Secretary Attorney-in-fact

W.H.Eagleton - Resident Vice President.
(SEAL)

Resident Agent

State Printing Dept. 50695

OREGON STATE HIGHWAY COMMISSION

ENGINEERS RECOMMENDATION REGARDING CONTRACTORS REQUEST FOR EXTENSION OF TIME TO COMPLETE CONTRACT

Investigation has been completed regarding the request (see reverse side) for an extension of time within which to complete the following project:

Contract No. 3737 Contractor H.J.& H.W.Miller

Highway City street

Section Enterprise River Street

Kind of Work Grading & Paving

It is recommended that such extension be granted as requested under the following terms and conditions:

That all areas to be covered with crushed materaisl
be free from snow during operation

COPY

Recommended for Approval:

Division Engineer

/s/ M.A.Cameron
Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No. 3737

Project designation State and City
State—Federal

Date awarded May 27/52

Work started July 3/52

Per cent completed Oct. 15/52 - - 80%
Date

Specified completion date Sept. 15/52

Previously extended to Oct. 15/52

Extension requested to Dec. 8/52

RECEIVED
JUL 15 1953
FOR FILING

332-1704

3737

July 13, 1953

The Aetna Casualty and Surety Company
Room 300, Yeon Building
Portland, Oregon

Attention: H. P. Atterbury

Gentlemen:

State Highway Contract No. 3737 awarded to H. J. and H. W. Miller for work on an Enterprise Street was completed on December 8, 1952, but to date has still not been accepted by the Commission. In checking the records for this job, we find that final payment has been held up as the contractor has not submitted request for an extension of time from September 15 to December 8, 1952.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAC:mm

Memorandum from *the Bonding Department of*

THE ÆTNA CASUALTY AND SURETY COMPANY

PORTLAND OFFICE, ROOM 300 YEON BUILDING . . . . . . PHONE CApitol 9111

Hayward Andrews, *Manager* . . . . William H. Eagleton, *Superintendent*

July 10, 1953

Oregon State Highway Commission
Attention: H. B. Glaisyer, Secretary
Salem, Oregon

Gentlemen:

RE: Bond 42 S 14395
H.J. & H.W.Miller dba
H.J.& H.W.Miller

Referring to contract 3737 for the captioned for grading and paving on the Enterprise (River St.) section in Wallowa County, Oregon. On June 5, 1953 you advised the contract had been completed December 8, 1952 but had not been accepted by the Commission. On June 5, 1953 we executed a Consent of Surety extending the completion time to December 8, 1952. If the job has now been accepted and the final payment made, we would appreciate your advices so we can close our file.

Yours very truly,

H P Atterbury

Bond Department

hpa

REFERRED TO
BY SECRETARY

RECEIVED
[illegible] 1953

NO JOB TOO BIG . . . NO JOB TOO SMALL . . . FOR ÆTNA CONTRACT BOND SERVICE

(S-1694)

RECEIVED 1953
FOR FILING

3737

April 14, 1953

The Aetna Casualty and Surety Company
Room 308 Yeon Building
Portland, Oregon

Attention William H. Eagleton, Superintendent

Gentlemen:

This letter concerns the status of State Highway Contract No. 3737 awarded to H. J. and H. W. Miller. We are unable to explain the apparent discrepancy on the status report which showed that the contract was completed and indicated an amount uncomplete.

It is possible, although this is a conjecture, that the total amount of work performed may have been less that the contract amount, in which case it might be that the difference between the actual amount and the contract amount was shown. As we do not have a copy of the status report to examine, may we state again that this is only conjecture.

The contract was completed on December 8, 1952 but to date has not been accepted as the time extension form has not been completed by the contractor.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FQ:ehr

11-5-53 Wallowa

Estimate No. 3: Nov. 5, 52
Paid to date: $10,901.34
retained %. $991.13

Amount to be paid on this estimate
$6,022.89.

Holding for time extension

ent of
ASUALTY AND SURETY COMPANY

C.F. 9111

UILDING . . . . . . PHONE ATwater 7381
. . . . James K. Wellman, *Field Representative*

March 19, 1953

Oregon State Highway Commission
Salem, Oregon

Re: H. J. and H. W. Miller dba
H. J. & H. W. Miller, Baker
Oregon - 42 S 14395
Contract No. 3737

Gentlemen:

We recently received a status report from you dated February 25, 1953 on the captioned job. The status report stated that the work had been completed December 8, 1952 but was not yet accepted. It indicated that there was 1,322.53 of the contract uncompleted.

On one hand the status indicates that the job has been completed and on the other hand it states that there is still an amount uncompleted. Would you please clear this situation for us? In addition, we would appreciate your advise as to why this contract has not been accepted.

Your usual good cooperation would be appreciated.

Yours very truly,

W H Eagleton
Supt. Fidelity & Surety Dept.

WhEagleton:dm

RECEIVED
STATE HIGHWAY COMMISSION

— 11-5-53 Wallowa

Memorandum from ÆTNA *the Bonding Department of*

THE ÆTNA CASUALTY AND SURETY COMPANY

PORTLAND OFFICE, ROOM 308 YEON BUILDING . . . . . . PHONE ATwater 7381

William H. Eagleton, *Superintendent* . . . . James K. Wellman, *Field Representative*

[illegible] 9111

March 19, 1953

H. B. Glaisyer, Sec.
Oregon State Highway Commission
Salem, Oregon

Re: H. J. and H. W. Miller dba
H. J. & H. W. Miller, Baker
Oregon - 42 S 14395
Contract No. 3737

Gentlemen:

We recently received a status report from you dated February 25, 1953 on the captioned job. The status report stated that the work had been completed December 8, 1952 but was not yet accepted. It indicated that there was 1,322.53 of the contract uncompleted.

On one hand the status indicates that the job has been completed and on the other hand it states that there is still an amount uncompleted. Would you please clear this situation for us? In addition, we would appreciate your advise as to why this contract has not been accepted.

Your usual good cooperation would be appreciated.

Yours very truly,

WH Eagleton

WhEagleton:dm

Supt. Fidelity & Surety Dept.

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STATE [illegible] SION

NO JOB TOO BIG . . . NO JOB TOO SMALL . . . FOR ÆTNA CONTRACT BOND SERVICE

(S-1694)

Estimate No. 3: Nov. 5, 52

Paid to date: $10,901.34

retained % $991.13

Amount to be paid on this estimate $6,022.89.

Holding for time extension

53 Wo

COMPA

water 73

Representa

R

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

332-1704

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 12, 1952

Section Enterprise (River Street)

Kind of work Grading & Paving

Highway City Street

Section prefix 332-1704

Contractor H.J. & H.W. Miller

Contract number 3737

Date of contract May 27, 1952

Date of completion Sept. 15, 1952

Date work started July 3, 1952

Estimated date of completion , 19

Amount of contract $ 13,215.00

Per cent of time elapsed Over run %

Estimated cost of completed project, exclusive of engineering $ 11,897.41

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1,329.01, 126 %

Date project was completed Dec. 8, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

21 C.Y. of shoulder Material was hauled Monday and this completed this contract

Sent Semi-final to Division Friday Dec,.12

Last Weekly Report on this Project.

RECEIVED
DEC 1 [illegible]
CONSTRUCTION [illegible]

NOTED
H. G. SMITH

Signed

Address LaGrande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.2 mile	0.2 mile		12.09 ton	522.635 ton
Miles partially completed					
Miles completed	0.2 mile	0.2 mile			
Total estimated quantities	2179				
Estimated quantities moved or placed to date	1680				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S *KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing 53283

NOTED
J. W. CATTRALL

Salem, Oregon
July 7, 1952

NOTED
Harold C. Ayers

Mr. E. F. Chidsey, Division Engineer
Oregon State Highway Department
La Grande, Oregon

NOTED
J. F. HAGEMANN

Confirming our telephone conversation of July 7, I am enclosing a copy of a letter from the City of Enterprise requesting that another catch basin be installed where River Street intersects the Wallowa Lake Highway.

The City has agreed to pay all costs on this project over $15,000. If any or all the cost of installing this extra culvert runs over the $15,000 limit, it will be the City's responsibility. This provision is set forth in paragraph 1-b on page 2 of an agreement between the City of Enterprise and the State Highway Commission dated May 27, 1952, two copies of which were furnished your office.

It will be appreciated if you will look into this matter and take what steps are necessary to correct this condition.

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Encl.

cc: Mr. H. G. Smith

July 7, 1952

Mr. Isel R. Knodell
City Recorder
Enterprise, Oregon

Dear Sir:

I have turned your letter of July 1st regarding the additional catch basin on River Street over to Mr. E. F. Chidsey, Division Engineer at La Grande. Mr. Chidsey or his representative will investigate this situation and contact the City regarding its remedy.

As set forth in the agreement dated May 27, 1952, covering this project, the City agreed to pay all costs of this project over $15,000. At present time it is estimated that the final costs on the project will be very near the $15,000 limit. Any cost over and above the $15,000 limit that is caused by the additional catch basin will have to be paid by the City.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM

cc: Mr. E. F. Chidsey

City of Enterprise
Enterprise, Oregon

July 1,1952

Oregon State Highway Department
John W. Cattrall
Salem, Oregon

Dear Mr. Cattrall:

Our street Committee have been making a study of the plans your department sent to us on the street work to be done on River Street. The Committee think there should be another ketch basin where the street leaves the highway at the Y. Since the highway was rebuilt water collects in this low place by the stop sign making a pool most of the summer and in the winter months this freezes making it almost impossible to stop for the sign.

Work has already started on this project. We hope it is not too late to make this change.

Very truly yours,
City of Enterprise
Isel R. Knodell
Isel R. Knodell
City Recorder

[illegible]
JUL [illegible] 1952
[illegible]

City of Enterprise
Enterprise, Oregon

July 1,1952

Oregon State Highway Department
John W. Cattrall
Salem, Oregon

Dear Mr. Cattrall:

Our street Committee have been making a study of the plans your department sent to us on the street work to be done on River Street. The Committee think there should be another ketch basin where the street leaves the highway at the Y. Since the highway was rebuilt water collects in this low place by the stop sign making a pool most of the summer and in the winter months this freezes making it almost impossible to stop for the sign.

Work has already started on this project. We hope it is not too late to make this change.

Very truly yours,
City of Enterprise
Isel R. Knodell
Isel R. Knodell
City Recorder

JUL 7 1952

RECEIVED
JUN 30 1952
FOR FILING

3737

June 30, 1952

H. J. & H. W. Miller
218 Bridge Street
Baker, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3737, which was awarded to you on May 27, 1952 by the State Highway Commission, for grading and paving on the Enterprise (River Street) Section in Wallowa County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 1 [illegible] 1952
FOR FILING

3137

Salem, Oregon
June 5, 1952

Mr. John W. Cattrall
City & County Relations Dept
Office

Attached hereto is an unexecuted copy of an agreement with the City of Enterprise covering the improvement of River Street from the County Road to Wallowa Lake Highway, a distance of approximately 0.20 mile, in connection with the $250,000 city allotment fund.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Enterprise.

Yours very truly,

Secretary

[illegible]
Attach: 1

RECEIVED
JUN 10 1952
FOR FILING

332-[illegible]

3737

3737

June 5, 1952

Isel R. Knodell, City Recorder
City Hall
Enterprise, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Enterprise covering the improvement of River Street from the County Road to Wallowa Lake Highway, a distance of approximately 0.20 mile, in connection with the $250,000 city allotment fund.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
MAY 29 1952
FOR FILING

1

3737

May 29, 1952

H. J. and H. W. Miller
218 Bridge Street
Baker, Oregon

Gentlemen:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3737 for the Enterprise (River Street) Grading and Paving Project in Wallowa County. This award was based on your low bid of $13,215 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mbs
encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

9-13-51

ENTERPRISE

Preliminary Estimate

River Street from Wallowa Lake Highway to County Road, a distance of 0.20 mile.

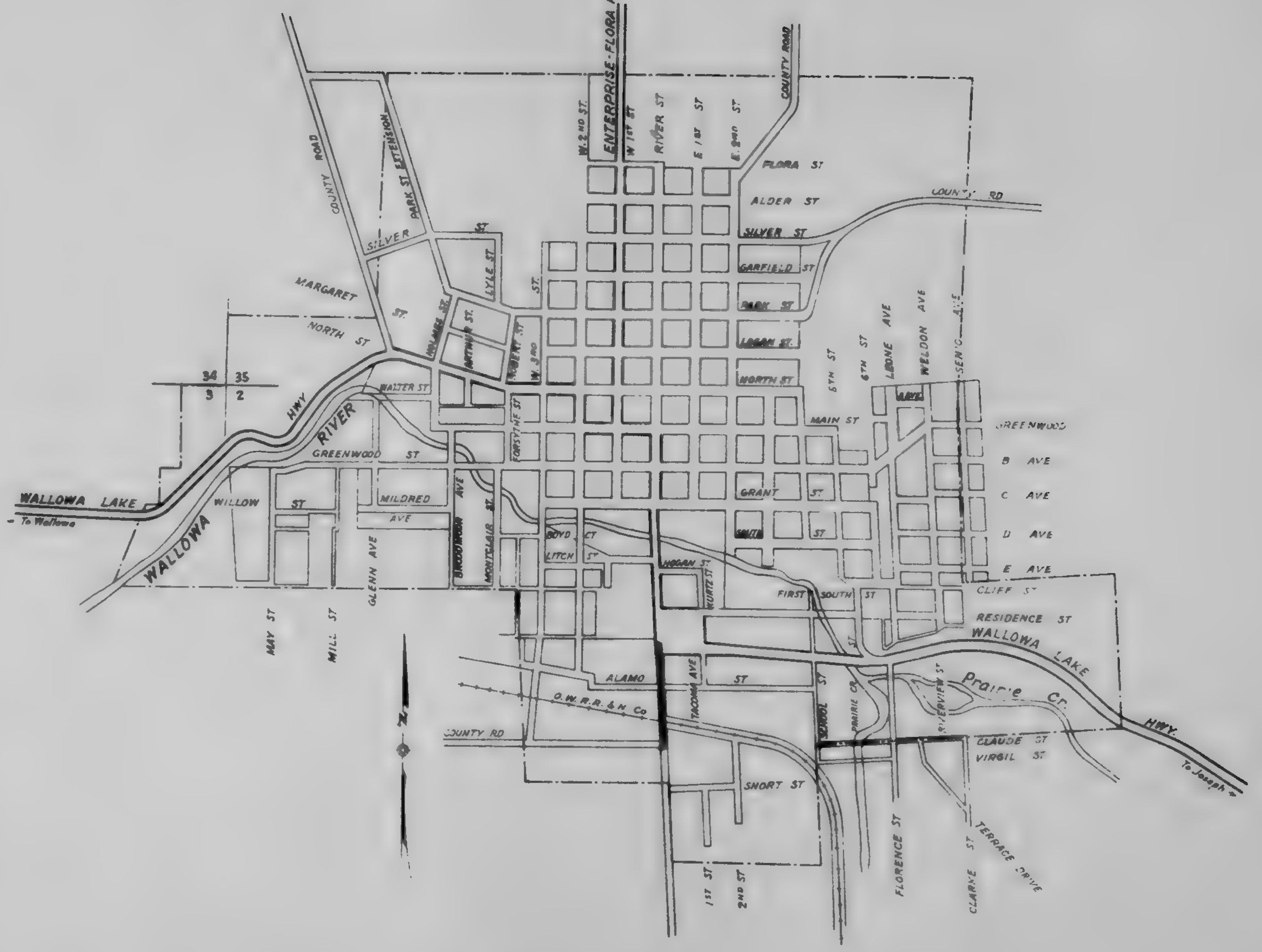
Grade, add 8" base rock and 3" A.C.--20' width--0.10 mile. Place 3" A.C. 30' width first 0.10 mile.

Item	Quantity		Unit Price	Total
Preparation of grade	0.20	mile	$1000.00	$ 200.00
3"-0 in base	600	cu. yd.	2.00	1,200.00
3/4"-0 in base & shoulders	250	cu. yd.	4.00	1,000.00
Sprinkle	25M	gal.	4.00	100.00
3/4"-0 in binder	26	cu. yd.	4.00	104.00
RS-1 in binder, seal	12	tons	70.00	840.00
Aggregate in seal	18	cu. yd.	7.00	126.00
Class B A.C.	740	tons	12.00	8,880.00

Preliminary Estimate of Construction	$12,450.00
12-1/2% Engineering & Contingencies	1,556.25
Preliminary Engineering	350.00
	$14,356.25

$14,500.00 .....Total Estimate

MCA:MN
9/13/51



ENTERPRISE

Scale 0 800 1600 2400

Rev 8-19-49

6

Highway to County Road

A. C. on P.C. - 20' width

[illegible] miles

Preparation of Grade	0.20 mile	$[illegible]000.	$[illegible]000.00
3" [illegible] Base	600 Cu.yds.	2.00	1200.00
3½" [illegible]	250 Cu.yds.	4.00	1000.00
[illegible]	25 [illegible]	[illegible]	100.00
3½" [illegible]	26 Cu.yds.	4.00	104.00
[illegible]	12 [illegible]	70.00	840.00
[illegible]	18 Cu.yds.	7.00	126.00
Class B A.C.	[illegible] Tons	12.00	[illegible]

Preliminary Estimate of Construction	$12450.00
[illegible] Engineering and [illegible]	1556.25
[illegible]	350.00
	14,356.25

$14,[illegible]

12-51

Est. [illegible]

Preliminary Estimate

Road Cut from Wollaston Lake Highway to County Road a distance of 0.20 miles.

Grade, add 8" base and [illegible] 3" A.C. - 20' width 0.10 mile

Pave 3" A.C. 30' width first 0.10 mile

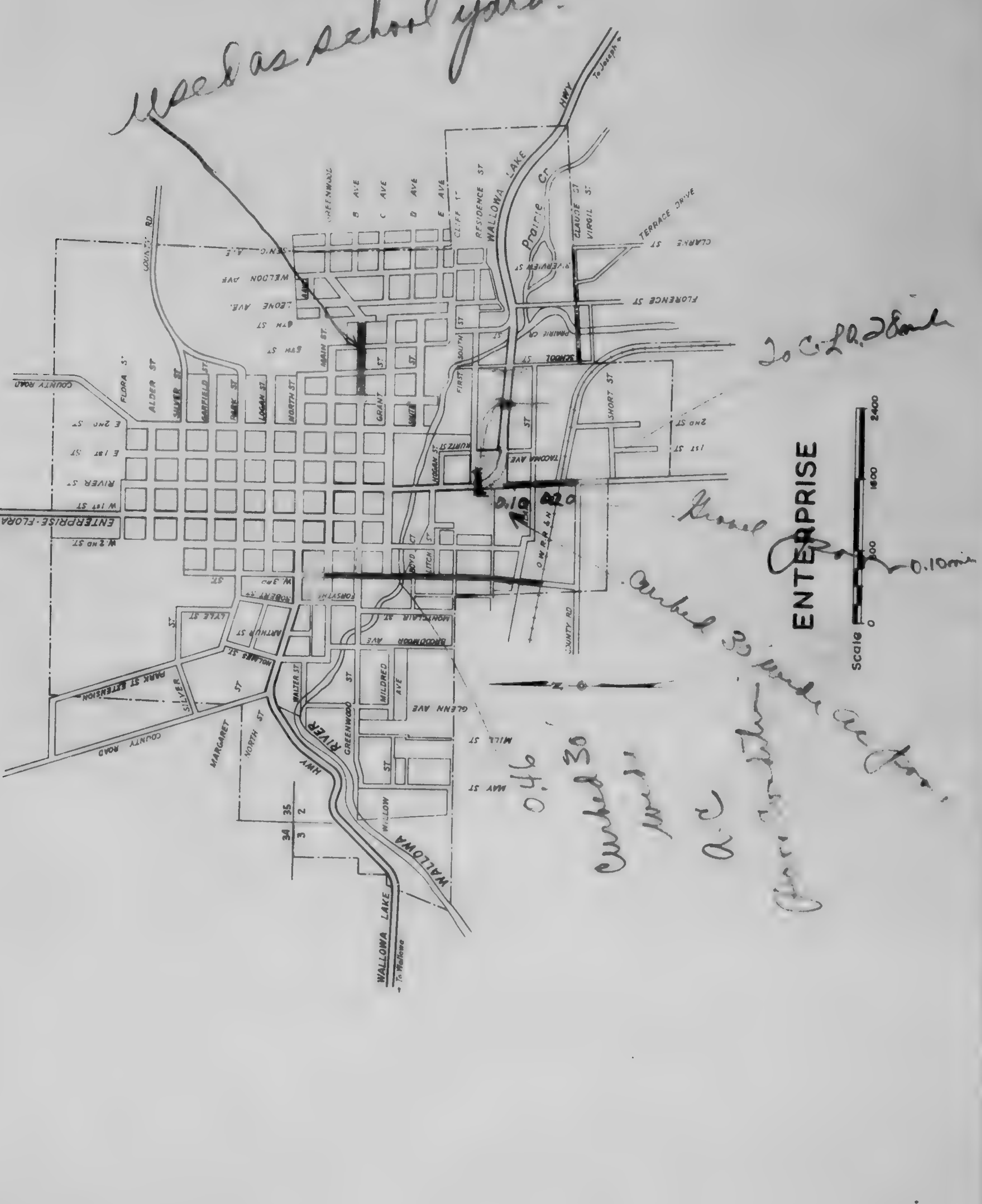
Preparation of Grade	0.20 mile	$1000.	$200.00
3" 0 in base	600 cu yds	2.00	1200.00
3/4 0 in base elevation	250 cu yds	4.00	1000.00
Sprinkling	25 M gal	4.00	100.00
3/4 0 in binder	26 cu yds	4.00	104.00
RS-1 in surface seal	12 tons	70.00	540.00
Aggregate in seal	18 cu yds	7.00	126.00
Class B A.C.	740 tons	12.00	5880.00

Preliminary Estimate of Construction	$12450.00
12½% Engineering and Contingencies	1556.25
Preliminary Engineering	350.00
	14,356.25

$14,500.00

[illegible] oman [illegible]

[illegible]



Used as school yard.

To C.L. 0.28 mi.

0.10 0.20

Gravel Road 0.10 mi.

Curbed 30 wide all from

0.46

Curbed 30 wide

A.C

[illegible]

Enterprise 9-13-51

Called on Mayor [illegible] and two Councilmen and went over streets

[illegible] Street from 3rd to 6th Closed used as school ground (signed Closed to traffic)

[illegible] Street from Wallowa Lake Highway is in bad condition [illegible] poor, water table so high that it would be hard to drain would qualify.

[illegible] Street is paved, curbed 30 wide and shows extreme edge failure, again water table makes it hard to drain. This would qualify and should have 3" of [illegible]. Mr. [illegible] said the heaviest traveled street in town

HCA

Form cc-50
Special City Allotment

NOTED
J. W. CATTRALL

6-4-51

RECEIVED
JUN 11 1951
ENGINEER
COUNTY [illegible]

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of ENTERPRISE is an incorporated city of the State of Oregon, and has a population of 1709, as given by the latest official census, and

NOTED
Harold C. A[illegible]rs

WHEREAS, the following streets of said city, ENTERPRISE

SOUTH RIVER, BEGINNING WALLOWA LAKE HIGHWAY Y, TO COUNTY ROAD
EAST GREENWOOD, INTERSECTION OF EAST THIRD TO EAST SIXTH
SOUTH WEST THIRD (DEPOT) FROM MAIN TO RAILROAD TRACKS

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

SOUTH RIVER, BEGINNING WALLOWA LAKE HIGHWAY Y, TO COUNTY ROAD
EAST GREENWOOD, INTERSECTION OF EAST THIRD TO EAST SIXTH
SOUTH WEST THIRD (DEPOT) FROM MAIN TO RAILROD TRACKS

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of ENTERPRISE does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate COUNCIL as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 4 day of JUNE, 19 51.

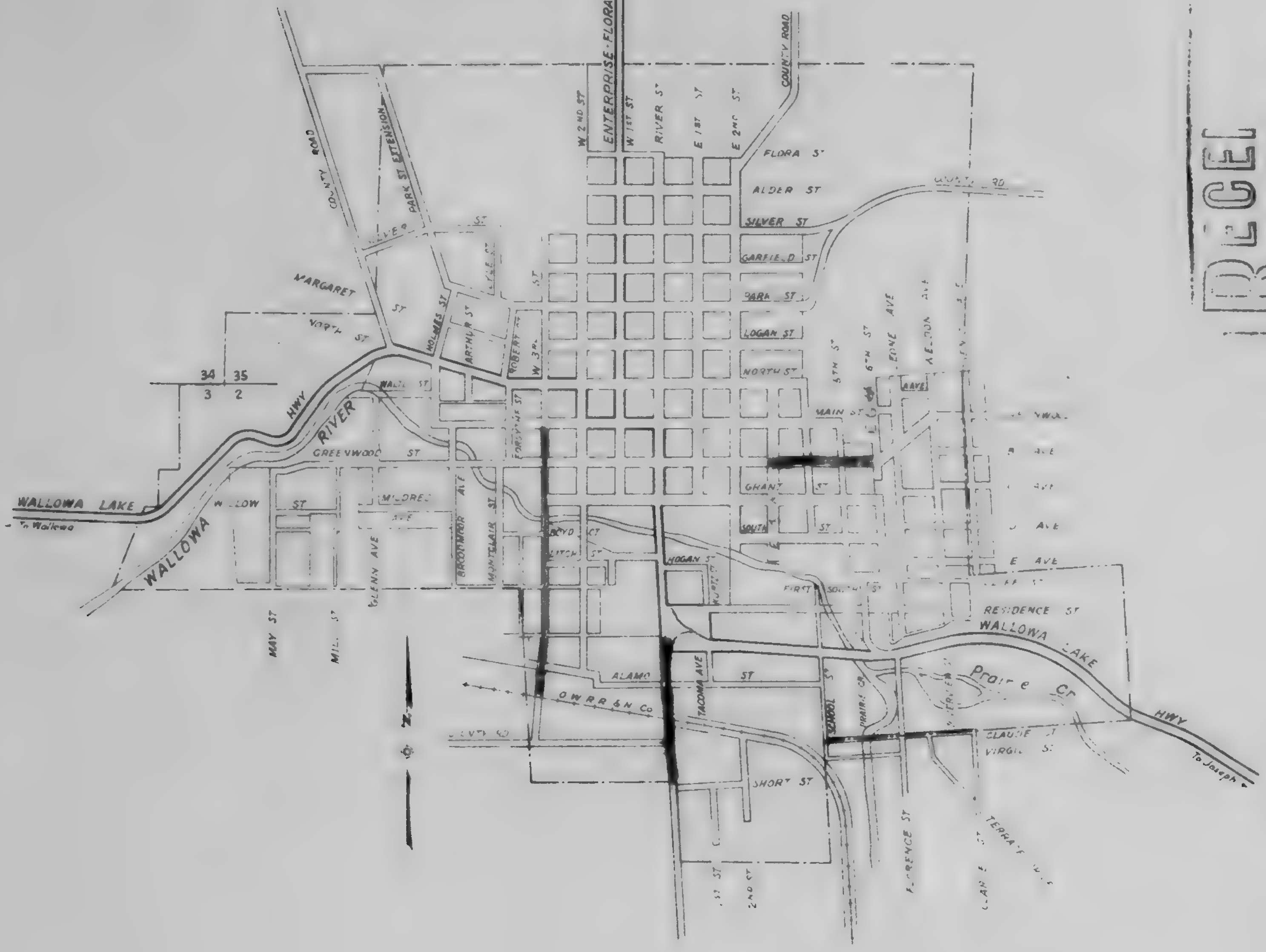
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of ENTERPRISE at a regular or special meeting of said council, held on the 4 day of JUNE, 19 51, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 4 day of JUNE, 19 51.

Lyell A. Knodell
City Recorder



ENTERPRISE

Scale 0 800 1600 2400

RECEI
JUN 1 1 1951
ENGINE
COUNTY &

314-1707 Sherwood (Pine Street) 1952
Paving Project in Sherwood.

#3738

EIVED
ILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 20, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3738	2-final	Cascade Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19170	R-51834	$ 500.00	Oct. 16, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: **Aug. 31, 1952**

Time Extensions: **None**

Completion Date: **Aug. 29, 1952**

Date Accepted: **Sep. 22, 1952**

Penalties: **None of record**

Claims: **None of Record**

Remarks:

Date: **10-22-52**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 22 1952
A A Wicklander

NOTED ON CARD
10-22-52,

RECEIVED
FOR FILING

[illegible]

[illegible]

October 3, 1952

St. Paul-Mercury Indemnity Company
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

State Highway Contract No. 3738 for paving on Pine Street in the city of Sherwood, Washington County, was completed by the contractor, Cascade Construction Company, on August 31, 1952, and was formally accepted by the Commission on September 22, 1952.

Final payment in the amount of $500.00 will be released to the contractor on or after October 13th. The total contract amount is $4,797.42, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Hugh Lacey-Insurance
1308 S. W. Alder Street
Portland, Oregon

Noted on card
ME

NOTED
J. W. CATTRALL

September 30, 1952

NOTED
Harold C. Ayers

Mr. Floyd C. Shoop
City Recorder
Sherwood, Oregon

NOTED
J. F. HAGEMAN

Dear Sir:

This is to advise that Contract #3738 with Cascade Construction Company for paving on the Pine Street section in Sherwood was completed August 8, 1952, and accepted by the Highway Commission on September 22, 1952.

Under the terms of the agreement between the State Highway Commission and the City of Sherwood dated April 4, 1952, the City assumes the maintenance of and continues jurisdiction over the above project as of the date of completion, August 8, 1952.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

RECEIVED
FOR FILING

334-[illegible]

[illegible]

September 26, 1952

St. Paul-Mercury Indemnity Company
Northwest Branch Office
Mills Building
Portland 1, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Cascade Construction Company on Contract No. 3738, covering paving work on the Sherwood (Pine Street) Section in Washington County. This payment, in the amount of $4,297.42, will be made on or after October 7th. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Hugh Lace-Insurance
1308 S. W. Alder Street
Portland, Oregon

Noted on card
md

Form E-1

334-1701

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 20, 1952

Section Broadway (Watson St. to East St.)

Kind of work Paving and Curbs

Highway Beaverton-Hillsdale

Section prefix 34-1602

Contractor Porter W. Yett

Contract number 3738

Date of contract August 18, 1952

Date of completion September 15, 1952

Date work started August 20, 1952

Estimated date of completion September 30, 1952

Amount of contract $9,394.00

Per cent of time elapsed 100+ %

Estimated cost of completed project, exclusive of engineering $9,394.00

Per cent of contract completed, based on total contract price . . . . 35 %

Engineering cost to date $ 425.00, 50 %

Date project was completed 8-31, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

On Monday through Friday the contractor did the hand labor excavation and rocking of the widening strips between the edge of the old pavement and the new curbs. On Saturday an asphaltic concrete leveling course was laid on these areas.

Paving will begin next Monday and should be completed early Tuesday.

A 3 man survey party was on this project 1-1/2 days this week marking pavement fills and gutter tacks.

Gib Kennen will be paving inspector on this project.

NOTED
SMITH

RECEIVED
OFFICE OF
CONSTRUCTION [illegible]

NOTED
B. A. MARTIN

Signed

Address P.O. Box 4699, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.19
Miles partially completed					
Miles completed					
Total estimated quantities					700
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					4

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	3					1	4
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	2						
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers .....1....., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 30, 1952

Section Sherwood (Pine Streets)

Kind of work Paving

Highway City Streets

Section prefix 334-1707

Contractor Cascade Construction Company

Contract number 3738

Date of contract May 27, 1952

Date of completion August 31, 1952

Date work started August 18, 1952

Estimated date of completion August 31, 1952

Amount of contract $ 5,575.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 5,375.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 225.00, 51 %

Date project was completed August 29, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor put on Seal Coat and finished up contract on Thursday.

Office force is working on the Semi Final Estimate.

NOTED
H. G. SMITH

RECEIVED
SEP 2 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed Willard J. Scofield
Willard J. Scofield

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.181			00181
Miles partially completed		0.181			0.181
Miles completed		0.181			0.181
Total estimated quantities		126			480
Estimated quantities moved or placed to date		100			464
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					4

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	3					1	4
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	2						
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers 1......., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., . . . One Distributor............, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Clouds		
Tuesday	"		
Wednesday	"		
Thursday	Sunny		
Friday	Clouds		
Saturday	Clouds		

STATE PRINTING

RECEIVED
FOR FILING

June 23, 1952

Cascade Construction Co.
Foot of S. W. Abernethy St.
Portland 1, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3738, which was awarded to you on May 27, 1952 by the State Highway Commission, for paving on the Sherwood (Pine Street) Section in Washington County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 10 1952
FOR FILING

234-1709

3738

#3738

June 4, 1952

Floyd C. Shoop, City Recorder
City Hall
Sherwood, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Sherwood covering the improvement of Pine Street from Third Street to northerly city limits, a distance of approximately 0.19 mile, in connection with the city allotment fund.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAY 29 1952
FOR FILING

3738

May 29, 1952

Cascade Construction Company
Foot of Abernathy Street
Portland 1, Oregon

Gentlemen:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3738 for the Sherwood (Pine Street) Paving Project in Sherwood, Washington County. This award was based on your low bid of $5,575 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

4-16-51

SHERWOOD

Preliminary Estimate

Pine Street (County Road) from Third Street to northerly city limits, a distance of approximately 0.19 mile.

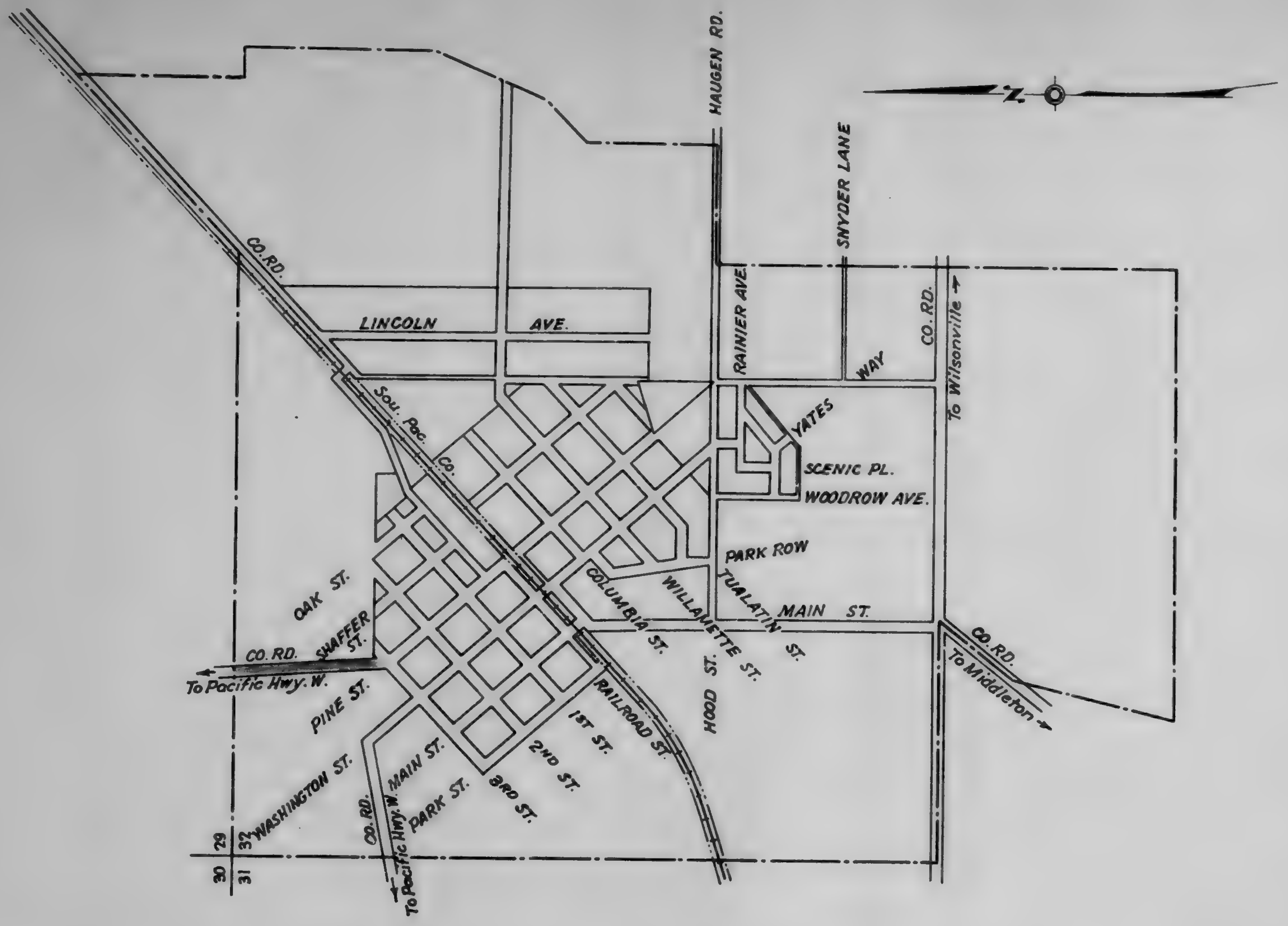
Place 3" asphaltic concrete 20' wide and shoulder rock.

Item	Quantity		Unit Price	Total
Preparation of grade	0.19	mile	$1000.00	$ 190.00
Asphaltic concrete Class B	450	tons	9.00	4,050.00
Emulsified asph. in seal (RS-1)	4	tons	60.00	240.00
Aggregate in seal	30	cu. yd.	6.00	180.00
3/4"-0 in shoulders	80	cu. yd.	5.00	400.00

Preliminary Estimate of Construction	$ 5,060.00
Plus 12½% Engineering & Contingencies	632.50
Preliminary Estimate Engineering	200.00
	$ 5,892.50

Total Estimate: $6,000.00

HCA:MM
4.16.51



SHERWOOD

Scale: 1" = 800'

Rev. 8-10-50

Application No. 14

SHERWOOD
Washington County
Population:
1940 - 447
1950 - 575
Division I

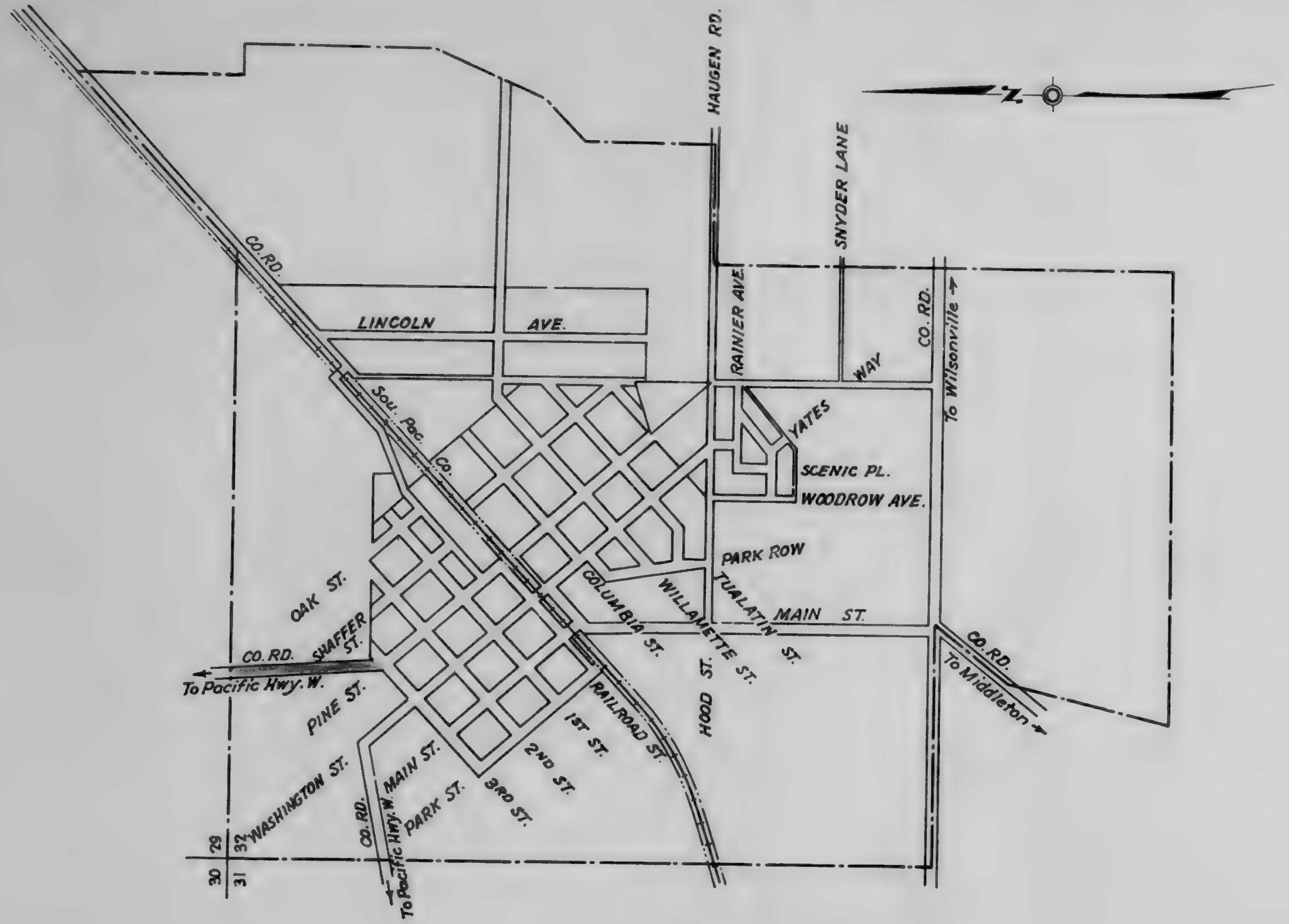
Previous Projects	Cost (Actual) State	City	Total
1948: None	$--	$--	$--
1949: None			
1950: Placed base rock and asphaltic concrete pavement on Main Street from Railroad Street to junction with County Road, a distance of approximately 0.38 mile.	$11,364.02	$--	$11,364.02
1951: None	$--	$--	$--

Proposed Project	Cost (Estimated) State	City	Total
1952: Patch present pavement and place 3" of asphaltic concrete pavement 20' wide on Pine Street from Third Street to northerly city limits, a distance of approximately 0.19 mile.	$ 6,000.00	$--	$ 6,000.00

- - - - - - - - - - -

Application for improvement of Pine Street based on its use by log and lumber trucks and other heavy traffic to Pacific Highway West. Street is in need of repair and was found to carry much heavy traffic.

Recommendation
This project qualifies and approval recommended.



SHERWOOD

Scale: 1" = 800'

Rev. 8-10-50

[illegible] (52)

Sherwood 4-11-51

Saw Mr. [illegible] re resolution. Pine Street (County Road) from 3rd to N City Limits 0.19 mile

Street Oiled, heavily patched, shoulders fair base evidently good. Was oiled 20' wide now 18' to 20' badly oxidized and shows sign of heavy traffic.

Leads Out of town to Highway 99W and past Old and New school. Traffic to saw mill both logs & lumber

This street qualifies and if not too many that have had no project qualify. Could be recommended
([illegible])

H.G.G.

10-5-51

City has patched the worst spots but whole street needs resurfacing

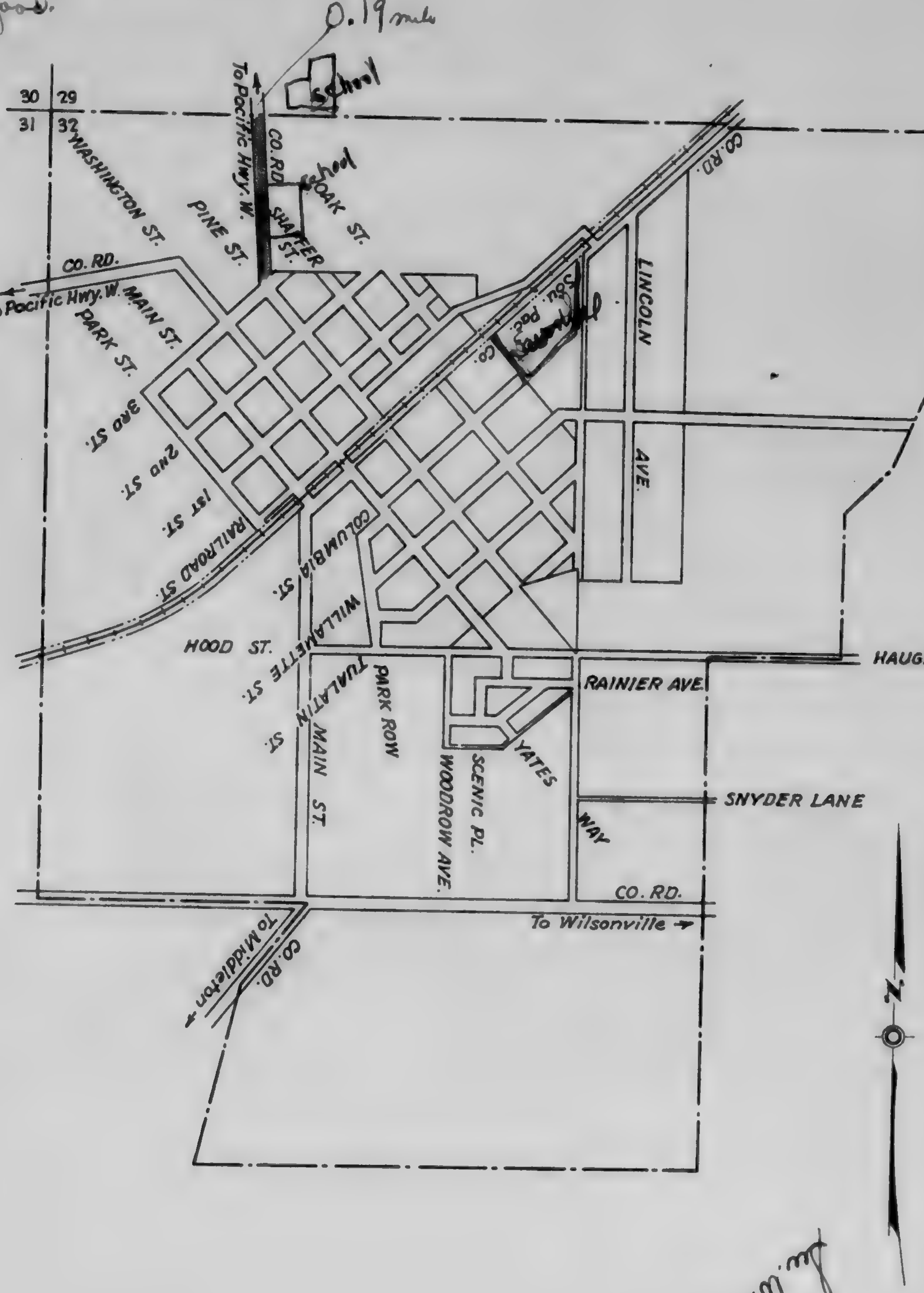
HGG

~~10~~

4-11-51

○ Leads to Highway and new & old school some logs & lumber.

Oiled - fair, heavily patched, base good - was 20'
Now - 18 to 19 shoulders good.



SHERWOOD
Scale: 1" = 800'

Rev. 5-8-50

Mayor C. H. Sanders
Recorder Floyd C. Sharp.

See W.M. Adair (Hack)

Form cc-50
Special City Allotment

RECEIVED
NOV 28 1950
ENGINEER
COUNTY & CITY RELATIONS

10 - 6 - 50

NOTED
J. W. CATTRALL

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Sherwood is an incorporated city of the State of Oregon, and has a population of 563 573, as given by the latest official census, and

NO[illegible]
[illegible]

Form cc-50

WHEREAS, the following streets of said city, Pine Street-County Road leading from Third Street toward Pacific Highway to the City limits

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Pine Street-County Road from Third Street to City limits

(This street is too narrow--needs widening, a long stretch of fill to bemade and should be resurfaced) This is the leading street to and from the City)

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

Form cc-50

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Sherwood does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate W.L. Adair as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 6th day of October, 1950.

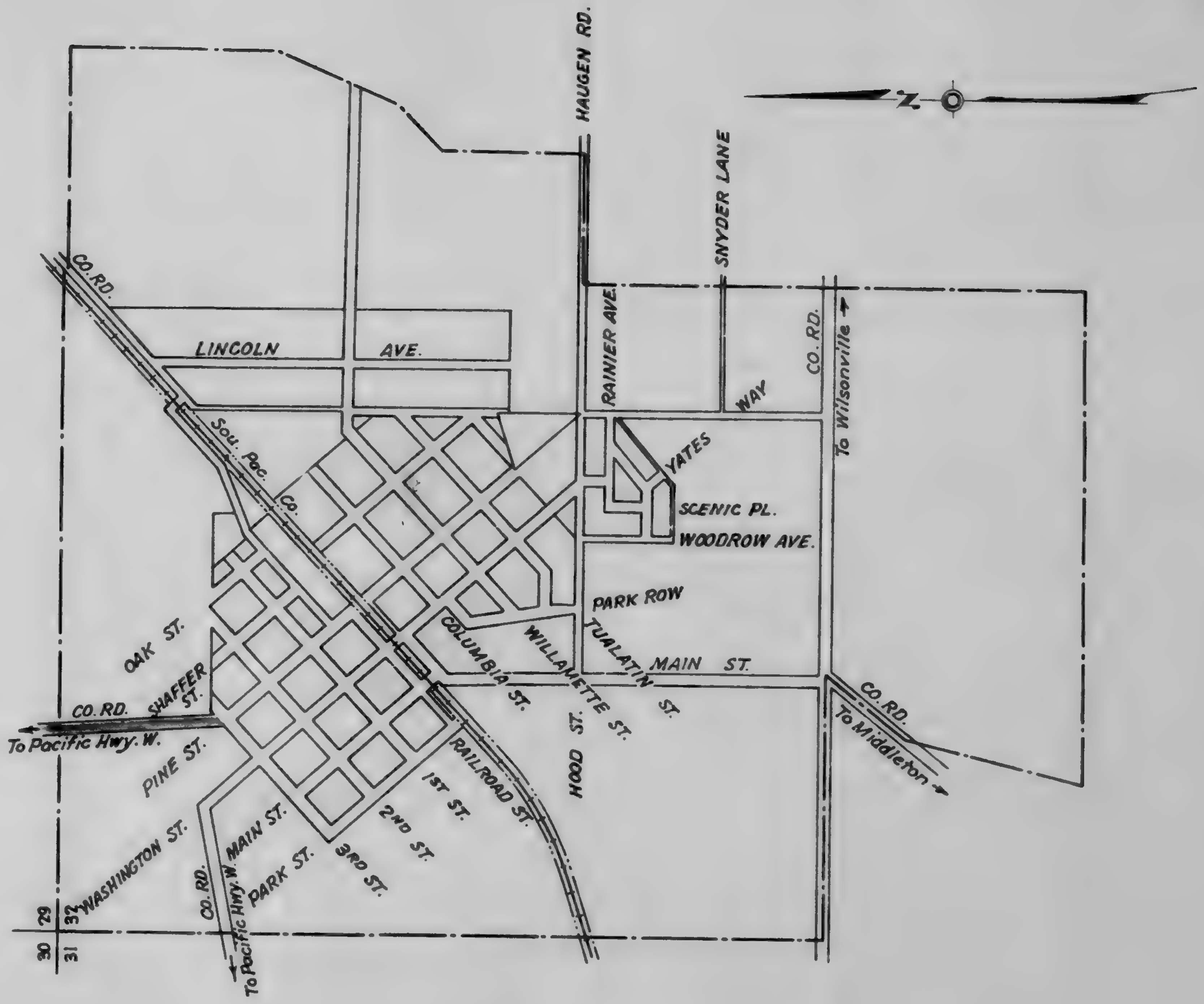
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Sherwood at a regular ~~or special~~ meeting of said council, held on the 6th day of October, 1950, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 6th day of October, 1950.

Floyd C. Shoop
City Recorder
Floyd C. Shoop



SHERWOOD

Scale: 1" = 800'

Rev. 5-8-50

36-3403 Maintenance Building at
Newberg on the Hillsboro-
Silverton Highway.

43739

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 20, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
36-3109		
3739	4-final	J. Bacaloff Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21145	R-53794	$413.43	Nov. 19, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A A Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1952

Time Extensions: None

Completion Date: Sep. 15, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-3-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: 1952
A A Wicklander

NOTED ON CARD

RECEIVED
FOR FILING

October 22, 1952

J. Bacaloff, Contractor
6009 N. E. 60th Avenue
Portland 13, Oregon

Dear Mr. Bacaloff:

With further reference to our telephone conversation today, I have consulted with Mr. G. S. Paxson, our Bridge Engineer, who states that he will start processing immediately a semi-final payment on which you will be paid all but 3% of the amount that you earned in connection with State Highway Contract No. 3739 for construction of the Newberg Maintenance Building; the remaining 3% will be released as soon as the Highway Commission formally accepts the project. The Commission meets on November 24 and the matter will be taken care of at that time.

I am sorry that payment has been delayed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

~~perhaps~~
~~[illegible] upper [illegible]~~
~~Boise / red [illegible]~~
~~anything else~~

J. Bacoloff #3739

[illegible] mant & [illegible]

finder 6 weeks ago

6009 NE 60th Ave
Portland 13

wants semi final anyway

future
will pay 97% months

RECEIVED
FOR FILING
AC-3463
[illegible]

10-3-52

Mr Borcoff phoned re final payment on contract 3739. He was under the impression that it was accepted at the Sept meeting. Our minutes do not show it in the list but Gardner says WC Williams intended to present it as an NOA item. (I find nothing in my notes on it)

F [illegible]

Ac Head ill today - Ruth Perkins on vacation. Ruth Nelson helped in mail room today

RECEIVED
FOR FILING

36-11

3739

September 26, 1952

The Aetna Casualty & Surety Co.
Portland Service Dept.
308 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3739 for construction of a Maintenance Building in Newberg in Yamhill County was completed by the contractor, J. Basaloff Co. on September 15, 1952 but has not as yet been accepted by the Commission.

Final payment in the amount of $7,579.55 will be released to the contractor after acceptance by the Commission. The total contract amount is $13,781.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - The Aetna Casualty & Surety Co.
H. A. Peterson
Yeon Bldg.
Portland 4, Oregon

Noted on card
RM

4-u-

RECEIVED
FOR FILING
FORM E-80 25M 1-52 58419

36-34[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19, 1952

SUBJECT: Newberg Maintenance Building
Contract No. 3739

To:

Mr. S. H. Probert
Office Engineer

Attention: Mr. D. B. Parkes

Dear Sir:

Will you please include the following contract in your list of completed projects sent Mr. Williams for acceptance.

Contract No. 3739, J. Bacaloff Company, contractor, Newberg Maintenance Building in Yamhill County, completed September 15, 1952.

Very truly yours,

C A Gardner

C. A. Gardner
Bridge Office Engineer

gm

cc P. M. Stephenson
Goldie Lewis

IVED
52
FILING

[illegible]

[illegible]

June 18, 1952

J. Bacaloff Co.
6009 N. E. 60th Avenue
Portland 13, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3739, which was awarded to you on May 27, 1952 by the State Highway Commission, covering construction of maintenance building at Newberg, in Yamhill County.

We are also mailing an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 29 1952
FOR FILING

3739

May 29, 1952

J. Bacaloff Company
6009 N. E. 60th Avenue
Portland 13, Oregon

Gentlemen:

The State Highway Commission on Tuesday, May 27, 1952 awarded you Contract No. 3739 for the maintenance building at Newberg on the Hillsboro-Silverton Highway in Yamhill County. This award was based on your low bid of $13,845.00 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhz
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

32[illegible]-1[illegible] Junction City ([illegible] [illegible] 19[illegible]
Streets) [illegible]
Junction City.
837[illegible]

Form A-191—

REGON STATE HIGHWAY DEPARTMEN

Request for Outside Billing

(Or Advice of Cash Transaction)

File

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

Address invoice to:
City of Junction City
Junction City, Oregon

Attention of H. A. Jensen, City Recorder

Request No. (assigned by staff engineer or head of division) cc-38

Date May 12, 1953

Payer's Order No. (if any)

Department Order No. (if any)
(Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Agreed City of Junction City share of 1952 Special City Allotment project costs for paving 14th and Laurel Streets, covered by agreement dated May 27, 1952. City to pay all costs over $15,000.

Itemized Statement:

Quantity	Unit	Description		Unit Price	Amount
		Final Costs			
		Preliminary Engineering	$ 350.99		
		Contract Items	14,690.00		
		Construction Engineering	895.52		
		Total Cost	$15,936.51		
		Less Agreed State Share	15,000.00		
		Agreed City Share			$936.51

Has payer made payment for this service?

If so, what is amount of payment? $

Has payer made a deposit with the department to guarantee payment? Yes

If so, what is amount of deposit? $ 2,500.00

Is this a partial or final request for billing?

Have there been any previous requests for billing in connection with this same service? No

If so, give total of all previous requests $

Also give number of last previous request

Credit distribution:
320-1704-299

Submitted by:
John F. Hagemann

Approved:
Division Engineer

Approved:
Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

State Printing

FORM A-150 5M 6-52

NOTED
Harold . Ayers

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

INVOICE

Oregon State Highway Department

Salem, Oregon

City of Junction City
Junction City, Oregon

Attn: H. A. Jensen, City Recorder

RECEIVED
MAY 13 1953
ENGINEER

Invoice No. [illegible]
Date May 12, 1953
Your Req. No.
Billing Request No. OC 38
Credit distribution: 320-17[illegible]-299

Agreed City of Junction City share of 1952 Special City Allotment project costs for paving 14th and Laurel Streets, covered by agreement dated May 27, 1952. City to pay all costs over $15,000.

		Advance Deposits	2,500.00
Final Costs			
Preliminary Engineering	350.99		
Contract Items	14,690.00		
Construction Engineering	895.52		
Total Cost	15,936.51		
Less Agreed State Share	15,000.00		
Agreed City Share			936.51
		To be refunded	$1,563.49

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $
By

NOTED
J. W. CATTRALL

May 12, 1953

NOTED
Harold C. Ayers

Mr. Holger A. Jensen
City Recorder
Junction City, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Reference is made to your letter of May 7th to Mr. H. C. Ayers regarding the refund due Junction City in connection with the Special City Allotment project in that city.

The total costs for this project have recently cleared our accounting department, and a refund in the amount of $1,563.49 is due. You should receive a warrant in this amount within the week.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

THE CITY OF JUNCTION CITY
OFFICE OF CITY RECORDER
JUNCTION CITY, OREGON

May 7, 1953

Mr. Harlod C. Ayres.
Salem Oregon

Dear Mr. Ayres,

Some time ago when you stopped here at the City Office we discussed the check for $ [illegible] which the City of Junction City paid to the Oregon State Hiway Department and on which we were to receive an adjustment after completion of the [illegible] and 14th Street Paving project.

To date we have received no adjustment in this matter. I wonder if you would be so kind as to look into the matter and see why. We are going to need that money very soon if the weather holds.

Thank you very much for your [illegible] Mr. Ayres.

Very truly yours,

Recorder

RECEIVED
FOR FILING
320-1704

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 15, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3740	3-final	Warren Northwest Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18897	R-51502	$ 500.00	10/15/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: None

Completion Date: Aug. 23, 1952

Date Accepted: Sep. 22, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-15-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

a a Wicklander

[illegible] ON CARD

RECEIVED
[illegible] 1952
FOR FILING

330-174

[illegible]

October 3, 1952

United States Guarantee Company
90 John Street
New York 7, New York

Gentlemen:

State Highway Contract No. 3740 for paving on city streets in Junction City, Lane County, was completed by the contractor, Warren Northwest, Inc., on August 23, 1952, and was formally accepted by the Highway Commission on September 22, 1952.

Final payment in the amount of $500.00 will be released to the contractor on or after October 13th. The total contract amount is $14,690.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

noted on card
md

RECEIVED
FOR FILING

September 25, 1952

United States Guarantee Company
90 John Street
New York 7, New York

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Warren Northwest, Inc., on Contract No. 3740 covering paving work on the Junction City (14th Street and Laurel Street) Section in Lane County. This payment, in the amount of $11,735.88, will be made on or after October 6th. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

Noted on card
MD

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 31, 1952

Section Junction City (14th St. & Laurel St.)

Kind of work Paving

Highway City Streets

Section prefix 320-1704

Contractor Warren Northwest, Inc.

Contract number 3740

Date of contract May 29, 1952

Date of completion Sept. 30, 1952

Date work started July 28, 1952

Estimated date of completion August 23, 1952

Amount of contract $15,292.00

Per cent of time elapsed 75 %

Estimated cost of completed project, exclusive of engineering $14,690.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 680, 56 %

Date project was completed August 31, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished final brooming etc. on this project on Saturday of last week.

The City Recorder and City Sup't. of Streets were contacted on Wednesday of the week and they both expressed there complete satisfaction with the job and the way in which the contractor had cleaned up the curbs and gutters.

Semi-final Estimate is completed and ready to turn in to the Division Office except for the contractors affidavits on asphalt used.

NOTED
H. G. SMITH

RECEIVED
SEP 2 - 1952
OFFICE OF
[illegible]

NOTED
B. A. MARTIN

Signed L F Putnam

Address 2191 East 15th St. Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.39
Miles partially completed					
Miles completed					0.39
Total estimated quantities					1,537.06 T.
Estimated quantities moved or placed to date					1,537.06 T.
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
JU[illegible]
FOR FILING

June 18, 1952

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3718, for paving on the Hood River-Mosier Section of the Columbia River Highway in Hood River and Wasco Counties, awarded May 26, 1952.

Contract No. 3740, for paving on the Junction City (14th St. & Laurel St.) Section, Lane County, awarded May 29, 1952.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
JUN 10 1952
FOR FILING

[illegible]
3740

Salem, Oregon
June 5, 1952

3740

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is an unexecuted copy of an agreement with the City of Junction City covering the improvement of 14th Street from Pacific Highway to Laurel Street; Laurel Street from 14th Street to 10th Street - a distance of approximately 0.40 mile, in connection with the $250,000 city allotment fund.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Junction City.

Yours very truly,

Secretary

rn
Attach: 1

RECEIVED
JUN 10 1952
FOR FILING

3740

June 5, 1952

Holger A. Jensen, City Recorder
City Hall
Junction City, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Junction City covering the improvement of 14th Street from Pacific Highway to Laurel Street; Laurel Street from 14th Street to 10th Street - a distance of approximately 0.40 mile, in connection with the $250,000 city allotment fund.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
AUG 7 1952
FOR FILING

AGENDA
JUL 26 1952

May 29, 1952

Warren Northwest, Inc.
9860 N. E. Hancock Drive
Portland, Oregon

Gentlemen:

The State Highway Commission on May 27, 1952, accepted your proposal to perform grading and paving work on the Junction City (14th and Laurel Streets) Section in Lane County, for the sum of $15,292.00, and awarded contract No. 3740 to you subject to concurrence by the City of Junction City and provision made by said City of funds for the cost of the project in excess of $15,000. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - W. M. Franzen
H. G. Smith
S. H. Probert
Goldie Lewis

confirm

54C

STIC SERVICE
the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 28, 1952
11:30 a.m.

Warren Northwest, Inc.
9860 N. E. Hancock Drive
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Junction City Paving Project in Lane County for which you submitted low bid on May 27. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Auditor (5001-900)
Files

NOTED
J. W. CATTRALL

May 28, 1952

NOTED
Harold C. Ayers

Mr. Holger A. Jensen
City Recorder
Junction City, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

On May 27, 1952 the State Highway Commission received a low bid on the Laurel and 14th Street special city allotment project in Junction City. This bid was made by Warren Northwest Incorporated, and the estimated total cost of the project based on this bid is as follows:

Contract Items	$15,292.00
Engineering and Contingencies (12-1/2%)	1,911.50
Survey	300.00
Total	$17,503.50

As per the agreement executed by the City and State, the City is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with the project, an advance deposit of $2,500 is required. Please make this deposit by means of a certified check payable to the Oregon State Highway Commission. Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

HCA:[illegible]

RECEIVED
FOR FILING
FORM E-90 25M 3-51 47100

[illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

This office has this date received and transferred to Mr. Glaisyer a check in the amount of $2,500 from the City of Junction City representing its advance deposit on the $250,000 city allotment project in Junction City.

In so far as this office is concerned the project is now clear for awarding of the contract.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM

cc: S. H. Probert

RECEIVED
MAY 29 1952
OFFICE OF
STATE HIGHWAY ENGINEER

8-15-51

JUNCTION CITY

Preliminary Estimate

14th Street from Ivy Street to Laurel Street; Laurel Street from 14th Street to [illegible]th Street, a distance of [illegible] mile.

Place 3" of asphaltic concrete [illegible]' in width (on base prepared by city).

Item	Quantity		Unit Price	Total
Preparation of base	[illegible]	mile	$ [illegible]	$ [illegible].00
3/4"-0 in leveling course and binder	[illegible]	cu. yds.	3.00	1,[illegible].00
R.C. 3 in binder course	18	tons	50.00	900.00
Asphaltic concrete Type "B"	1660	tons	8.00	13,280.00
R.S. 1 in seal coat	12	tons	60.00	720.00
Aggregate in seal coat	60	cu. yds.	[illegible]	300.00

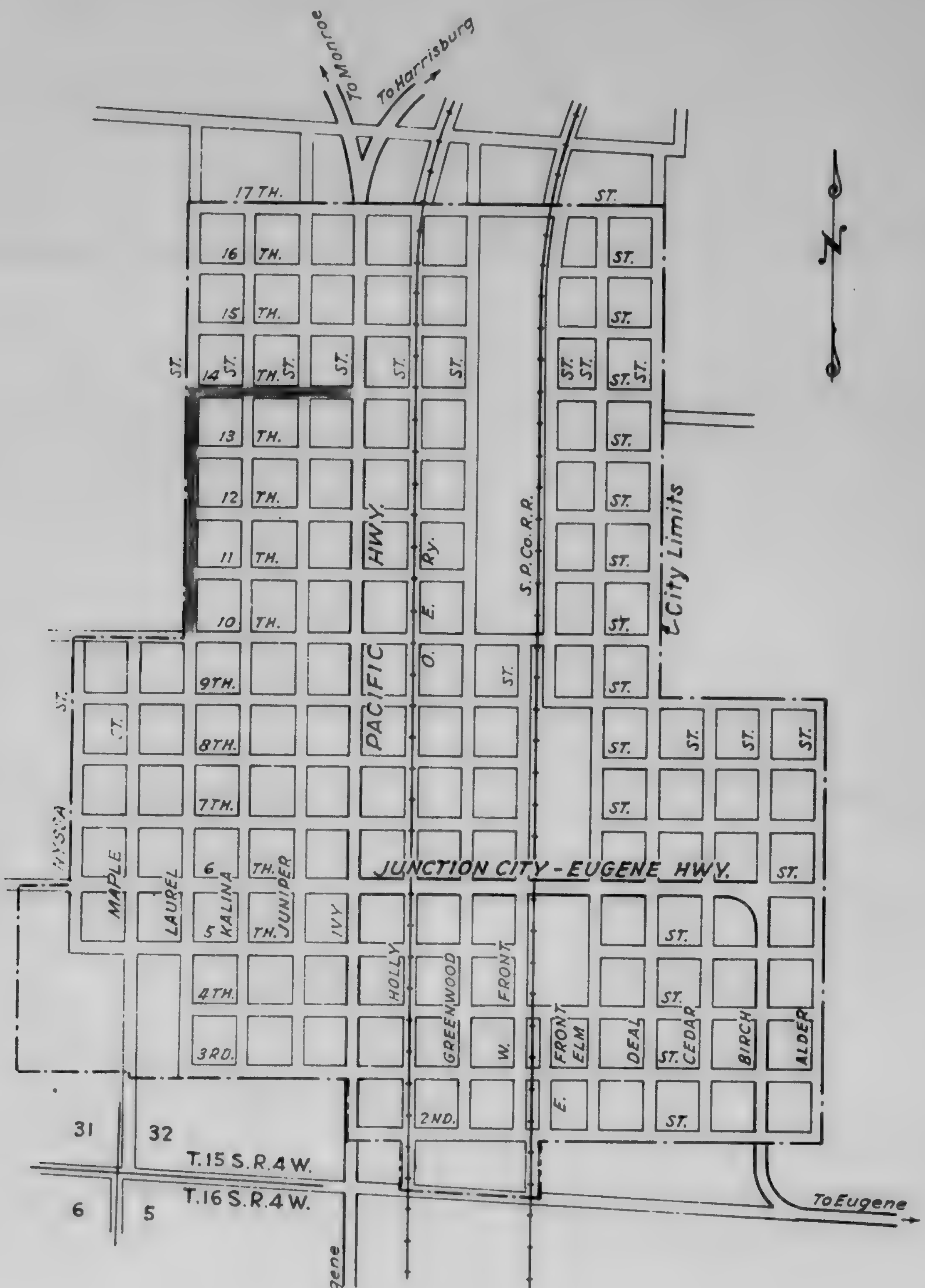
Preliminary Estimate of Construction	$ 17,2[illegible]
[illegible]% Engineering & Contingencies	2,[illegible]
Preliminary Engineering	3[illegible]
	$ 19,717.50

Total Estimate. $20,[illegible]

HCA:MM
8/15/51

JUNCTION CITY

Scale 1"=800'



Rev. 8-18-45 6.

Rev. [illegible]

THE CITY OF JUNCTION CITY
OFFICE OF CITY RECORDER
JUNCTION CITY, OREGON

November 27, 1950

NOTED
J. W. CATTRALL

Oregon State Highway Comm.
Salem Oregon

Dear Sirs,

In regard to the application from the City of Junction City filed at your office in which we request aid from the $250,000 City allotment fund in repairing several streets in Junction City. Namely, 14th St from Ivy St to Laurel St. & Laurel St from 14th St to 10th St.

Due to insufficient time to contact all property owners concerned and various reasons discussed with Mr. H. C. Ayres from the State Highway office it would appear wise for us to request that consideration of our application be deferred till the December 1951 meeting of your Commision.

We appreciate very much the consideration we have received in the past from the Commission an also from Mr. Ayres.

Very truly yours,
Holger A. Jensen
City Recorder.

RECEIVED
NOV 29 1950
ENGINEER
COUNTY & CITY RELATIONS

Form cc-50
Special City Allotment

NOTED
J. W. CATTRALL

8 22-50

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Junction City is an incorporated city of the State of Oregon, and has a population of 1466, as given by the latest official census, and

NOTED
Harold C. Ayers

Form cc-50

WHEREAS, the following streets of said city,

14th St from Ivy to Laurel St; Laurel St from 14th to 10th St;
10th St from Laurel to Kalmia & Kalmia St from 6th St to 14th St.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

14th St. from Ivy to Laurel St.; Laurel St from 14th to 10th St.;
10th St from Kalmia to Laurel St & Kalmia St. from 6th St to
14th St.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

Form cc-50

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Junction City does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Julius P Hult or Day as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 22nd day of August, 19 50.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

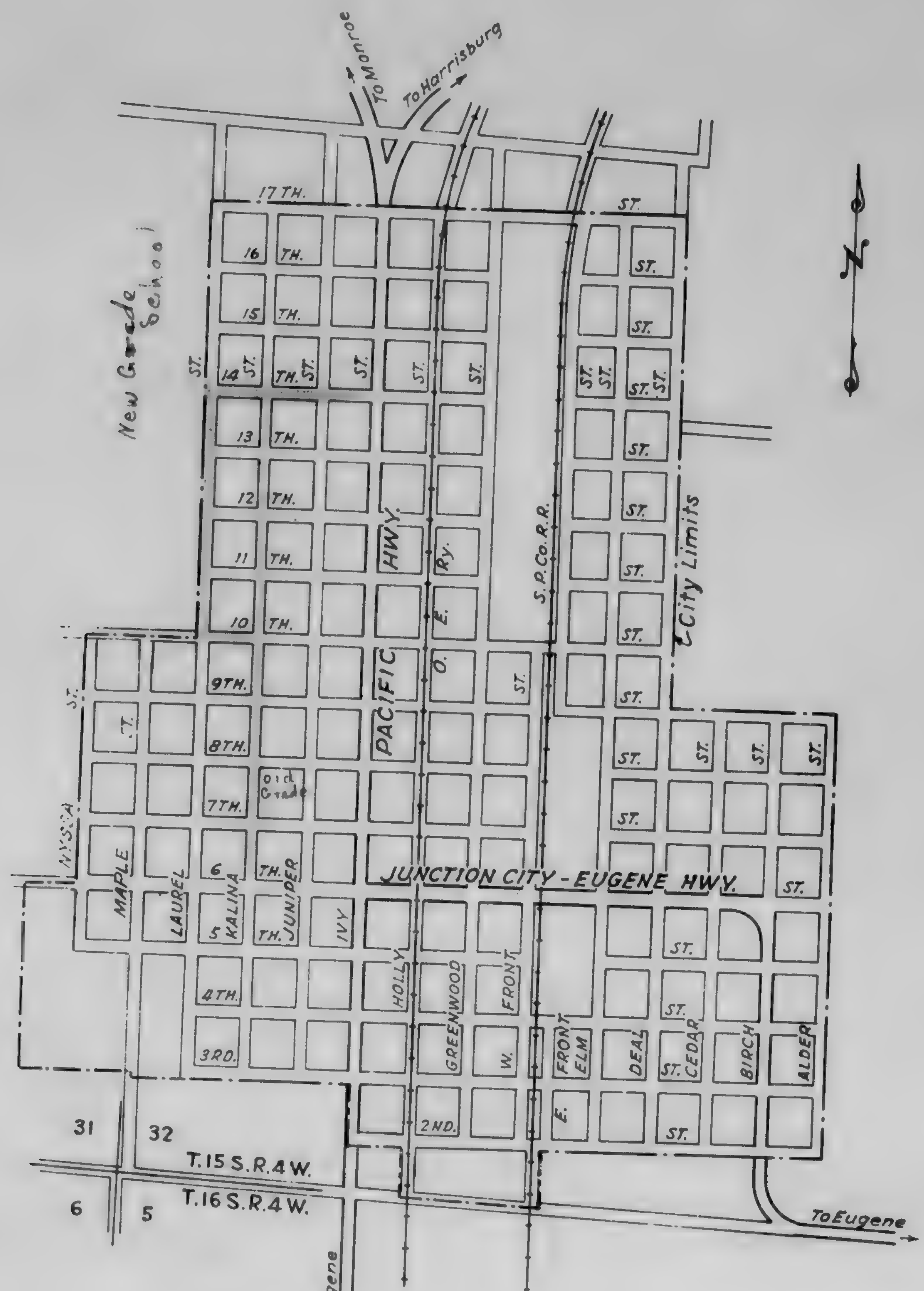
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Junction City at a ~~regular or~~ special meeting of said council, held on the 22nd day of August, 19 50, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 22nd day of August, 19 50.

City Recorder

JUNCTION CITY

Scale 1"=800'



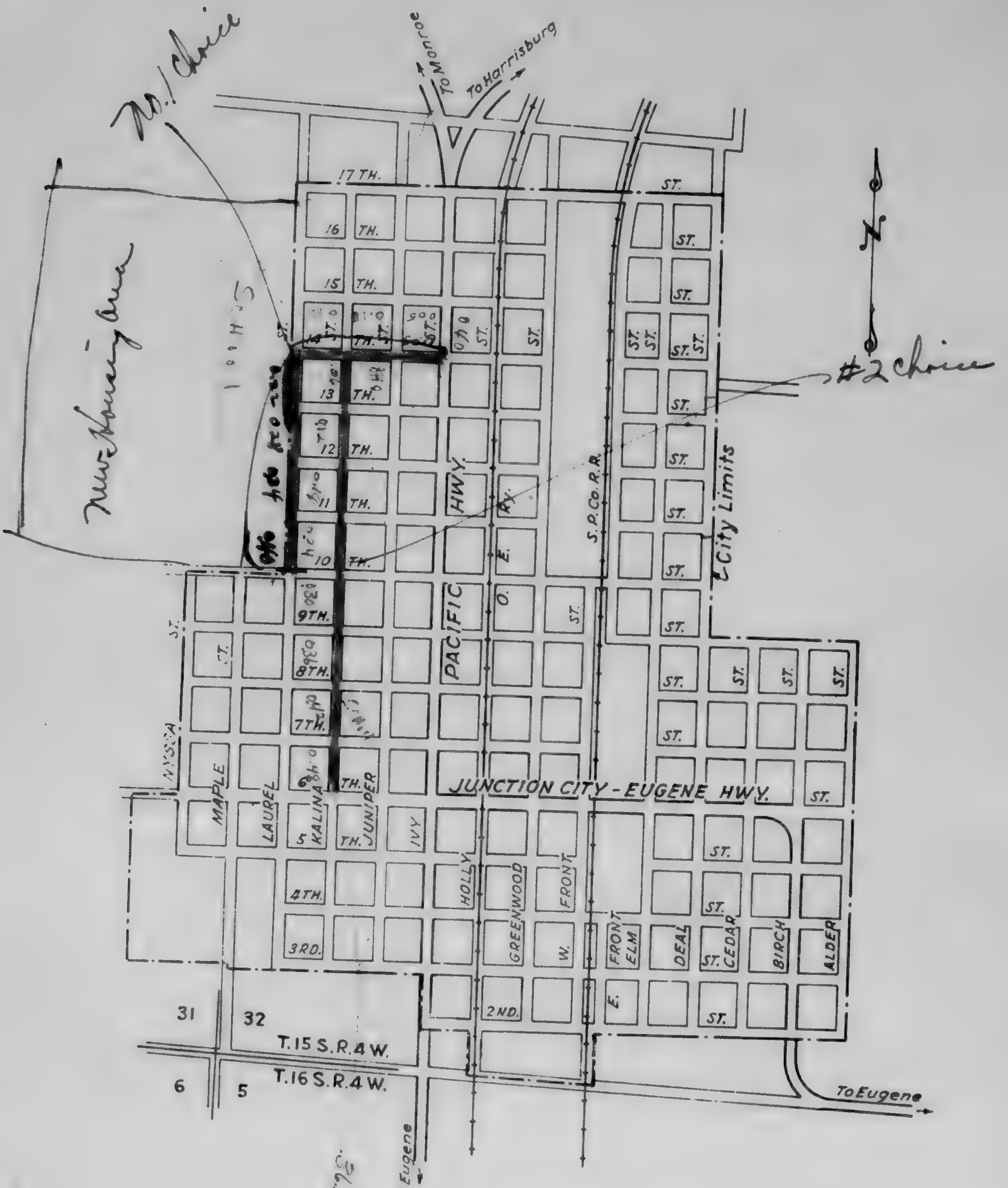
Rev. 8-18-49

Rev. [illegible]

6.

JUNCTION CITY

Scale 1"=800'



Rev. 8-18-49

Rd.

6.

Application No. 2

JUNCTION CITY
Lane County
Population:
1940 - 1,415
1950 - 1,475
Division III

Previous Projects
1948: None
1949: None
1950: None
1951: None

Cost (Actual)

Proposed Project
1952: Construct 3" asphaltic concrete pavement 36' wide on 14th Street from Pacific Highway to Laurel Street, and on Laurel Street from 14th Street to 10th Street, a combined distance of approximately 0.40 mile. City also to grade, place base rock, and construct curbs and drainage.

Cost (Estimated)

State	City	Total
$15,000.00	$ 5,000.00	$20,000.00

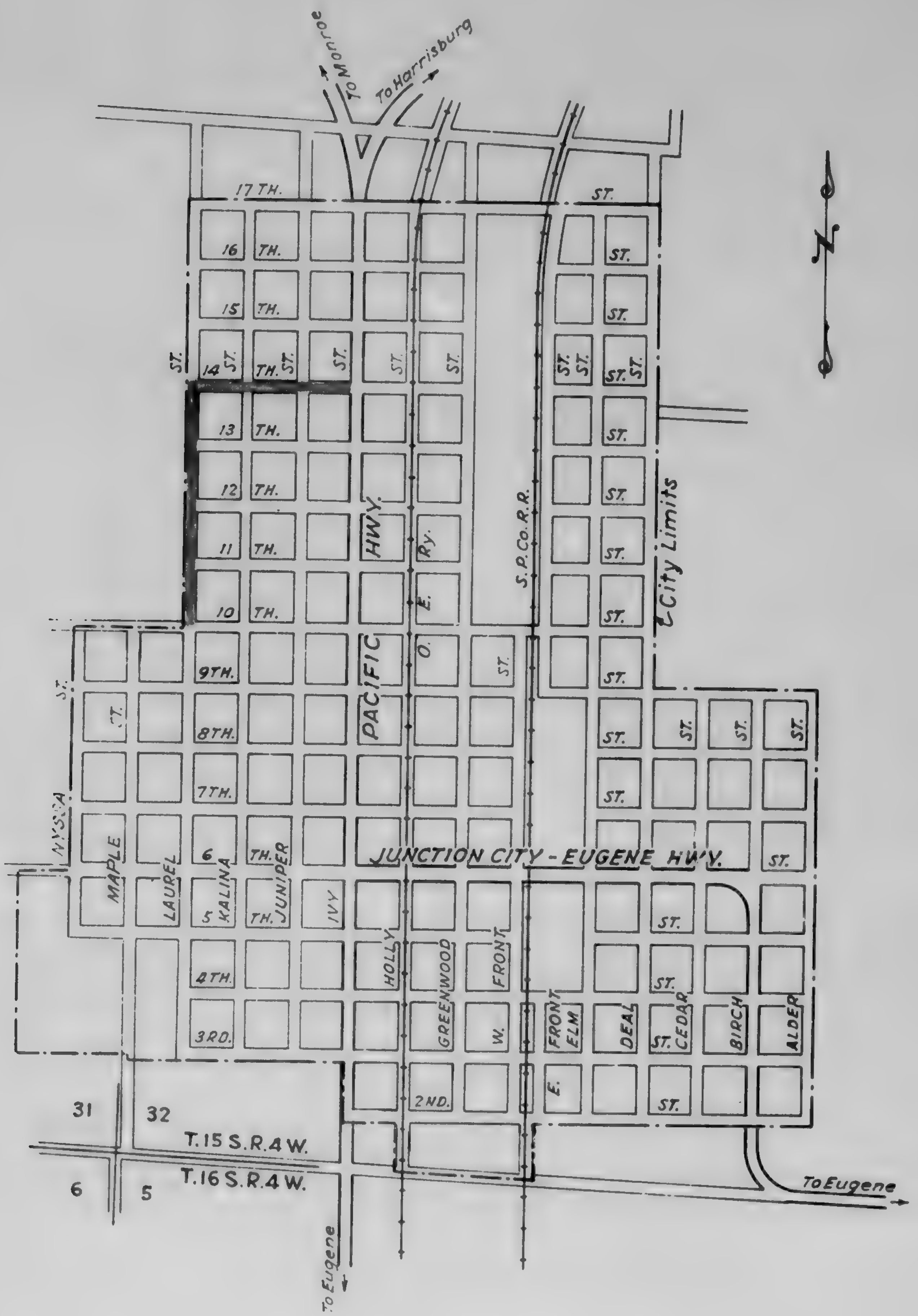
- - - - - - - - - - -

Application for improvement of 14th Street and Laurel Street is based on a very heavy increase in population in the area. This increase is not reflected in the official census as the heavy increase in population was forced to build in an area adjacent to the west city limits. These streets serve a large new housing area and a new school, and are thus subjected to heavy use by both residential and school bus traffic.

Recommendation
This project qualifies and approval recommended.

JUNCTION CITY

Scale 1"=800'



Rev. 8-18-49 6.

Rec.

BF-150(4) Newport-Toledo Sec., 1952
Corvallis-Newport Hwy.
#3741 [redacted]

RECEIVED
JUL 18 1955
FOR FILING

FORM E-30X—37.500—2-55—82987

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 13, 1955

SUBJECT: Newport-Toledo Section of Corvallis-Newport Highway as a throughway

To:
Mr. Forrest Cooper
Assistant Construction Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Cooper:

The Newport-Toledo Section of the Corvallis-Newport Highway has been declared a throughway by the Highway Commission. It is desired that there be no access to the Newport-Toledo Section of the highway as relocated at several locations where the former highway intersects the boundary line of the relocated highway, which locations will hereinafter be referred to as "potential access". On July 6 and 7 the undersigned with Mr. John Graham of County and City Relations spoke to Ivan Nye and Conrad Christiansen, abutting property owners along the highway at potential access locations.

A conference with Ivan Nye disclosed that he has about two million board feet of timber for sale north of the highway and no adequate access for its removal. He states that he was advised he would have access to the highway at both places where the former highway intersects the relocated highway. His deed contains no reservation of access rights. The Final Report on Real Property Negotiations has the notation, "access shall be by the old highway (exisiting)". One access was constructed opposite Highway Engineer's Survey Station 1[illegible]+90.

Mr. Nye would like to have a timber removal access on the north side of the highway opposite Highway Engineer's Survey Station 199+75 available for approximately a five-year period of time so that a timber purchaser could take advantage of any fluctuation in the timber market. The drawbacks to this solution is the extended period of time desired and the poor visibility of approaching traffic from the east, sight distance being about 300 feet. Another solution which is satisfactory to Mr. Nye pertains to the present access at Highway Engineer's Survey Station 1[illegible]+90. This access, which is constructed to about a 25-foot access at the paved portion of the highway is reduced to an access about 8-feet in width just 5 feet north of the highway. If the department would fill and surface the access for a width of 25 feet from the pavement to the right of way boundary, Mr. Nye feels that log trucks could remove 40 foot logs via this access in safety and he would be willing to waive his claims and his rights to the potential access at Station 1[illegible]+00.

Mr. Cooper
Page 2
July 13, 1955

Our conference with Mr. Conrad Christiansen disclosed that he also has an access problem. One of his accesses is by way of the former highway opposite Highway Engineer's Survey Station 275+00. Here the former highway approaches the relocated highway at a very slight angle. As a result traffic approaching from the west desiring to enter the Christiansen access must hug the center lane until opposite the access and then make a sharp hazardous "U" turn to the right, with barely sufficient room for clearance.

It was suggested that Mr. Christiansen exchange his access at Highway Engineer's Survey Station 261+00 for the potential access at the former highway opposite Highway Engineer's Survey Station 270+00. Mr. Christiansen objected to this because Beaver Creek divides his property and if he gives up his access at Station 261+00 he will have no method of reaching his property south and west of Beaver Creek unless he erects a bridge across the creek, which he estimates will cost $2,000.

A solution which would provide the same type of accesses as are reserved in the Christiansen deed would be to exchange an unlimited access at Highway Engineer's Survey Station 275+00 for an unlimited access at Highway Engineer's Survey Station 270+00, and to exchange the farm crossing at Station 273+75 for a farm crossing at Station 275+00. This exchange would be entirely satisfactory to Mr. Christiansen and would eliminate the traffic hazard at Station 275+00 by eliminating the right-hand turn of traffic approaching from the west.

The elimination of the access problems of these two abutting owners will prepare the way for a satisfactory Throughway Agreement with the County. Please advise your feelings re the proposed solutions.

Very truly yours,

C. W. [illegible]
Chief Counsel

[illegible] McADAMS, JR.
Assistant Attorney

[illegible]
CC: Mr. Enfield
Mr. Williams ✓
Mr. Cattrall
Mr. Chidsey

R. H. Baldock

November 23rd, 1954

FINAL COST ANALYSIS

Newport-Toledo Section
Contract #3741
BF-150 (4)

Bridges, Grading & Paving Corvallis-Newport Highway
McNutt Bros., Contractor Prefix 21-1030
B. P. Huntley, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$128,000	$	$ 70,520.59	$128,000.00
Removal of Pavement	11,163	Sq. Yd.	1.00	0.66	7,370.71	11,163.00
Struct. Excav.	6,558.63	Cu. Yd.	6.00	3.93	25,832.73	39,351.78
Trench "	667.21	" "	4.00	3.70	2,472.00	2,668.84
Special Borrow Excavation	33,108.7	" "	0.60	0.53	17,430.79	19,865.22
Gen'l. Excav.	1,088,559.4	" "	0.32	0.337	366,922.27	348,339.01
Short Overhaul	2,055,532.8	Yd. Sta.	0.02	0.02	40,992.48	41,110.66
Long "	62,226.8	C-Yd. Sta.	0.60	0.58	35,888.24	37,360.08
Finish R/B & Slopes	5.21	Mile	$1,000	589.12	3,069.30	5,210.00
Rounding Cutbanks	23,282	Lin. Ft.	0.20	0.176	4,088.21	4,656.40
84" Corr. Metal Pipe	64	" "	52.95	44.76	2,864.63	3,388.80
24" Corr. Metal Pipe, 10-Gauge	244	" "	10.05	8.64	2,108.58	2,452.20
6" Perf. Metal Drain Pipe, Coated	4,291	" "	1.70	1.43	6,156.97	7,294.70
8" Perf. Metal Drain Pipe, Coated	13,690	" "	2.30	2.07	28,299.60	31,487.00
8" Metal Drain Pipe, Coated	320	" "	2.20	2.06	658.50	704.00
12" Concrete Pipe	1,110	" "	1.96	1.73	1,926.79	2,175.60
18" " "	2,694	" "	3.54	2.78	7,482.66	9,536.76
36" " "	198	" "	9.60	9.10	1,802.58	1,900.80
48" " "	432	" "	14.40	13.98	6,039.93	6,220.80
18" Extra Strength Concrete Pipe	1,401	" "	3.92	3.70	5,178.14	5,491.92
24" Extra Strength Concrete Pipe	990	" "	5.57	5.40	5,348.03	5,514.30
36" Extra Strength Concrete Pipe	219	" "	10.75	10.16	2,224.83	2,354.25

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/8"-0" Backfill in Drains	2,506	Cu. Yd.	$6.00	$4.95	$ 12,402.14	$ 15,036.00
3"-0" Rock in Base	27,206	" "	3.45	2.59	70,380.67	93,860.70
3/4"-0" Rock in Base and Shoulders	8,567	" "	3.50	2.63	22,552.88	29,984.50
Sprinkling	1,415.3	M/Gal.	2.00	1.81	2,551.40	2,830.60
Preparation of Base	5.21	Mile	300.00	250.24	1,303.75	1,563.00
(1) & (2) 3/4"-0" Rock in Binder Course	539	Cu. Yd.	4.35	3.99	2,150.46	2,344.65
(2) RC-3 Asphalt in Binder	137.97	Ton	45.00	42.48	5,860.40	6,208.65
(1) & (2) Class "B" Asphaltic Concrete	15,287.94	"	8.20	6.10	93,256.43	125,361.11
Furnish Treated Piling	4,520	Lin. Ft.	2.00	1.44	6,530.09	9,040.00
Drive Piles	112	Each	65.00	44.64	4,999.95	7,280.00
Class "A" Concrete	371.01	Cu. Yd.	72.00	63.80	23,669.36	26,712.72
Metal Reinforcement	99,202	Lb.	0.12	0.093	9,200.99	11,904.24
Treated Lumber in Place	10,901	M/FBM	375.00	289.30	3,153.65	4,087.88
Remove Bridge at Sta. 220+30	100%	All	2,750.00	812.53	812.53	2,750.00
Remove Bridge at Sta. 282+10	100%	All	2,750.00	812.53	812.53	2,750.00
PA #1, 2" x 12" Planking in Place	216	Lin. Ft.	0.40	0.36	77.02	86.40
PA #1, 4" x 12" Planking in Place	2,800	" "	0.56	0.44	1,227.41	1,568.00
PA #2, Furnish Untreated Piling	2,069	" "	0.65	0.45	939.79	1,344.85
PA #2, Splicing Piling	91	Each	32.00	25.65	2,333.88	2,912.00
PA #2, Drive Test Piling	2	"	65.00	48.42	96.84	130.00
PA #3, 24" Std. Str. Conc. Culv. Pipe	540	Lin. Ft.	4.97	4.72	2,546.80	2,683.80

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #4, Furn. Pit Run Rock in Place	1,320	Cu. Yd.	$2.20	$1.67	$ 2,206.09	$ 2,904.00
PA #5, Extra Clearing & Grubbing	4.17	Acre	1,500.00	1,370.28	5,714.06	6,255.00
PA #6, 18" Telescoping Corr. Metal Pipe	162	Lin. Ft.	7.72	6.96	1,128.29	1,250.64
PA #6, 24" Telescoping Corr. Metal Pipe	236	" "	10.14	9.50	2,243.13	2,393.04
PA #7, TD 24 Tractor & Dozer (Fully-operated)	209.75	Hour	15.60	11.58	2,428.22	3,272.10
PA #7, 1 Cu. Yd. Shovel (Fully-operated)	150	"	12.25	11.93	1,788.94	1,837.50
PA #7, Oiler	155.5	"	2.60	2.60	403.61	404.30
PA #8, Construct Conc. Headwalls	2	Each	75.00	72.67	145.34	150.00
PA #8, Standard Catch Basins	2	"	100.00	82.55	165.10	200.00
PA #9, Construct Tees & Elbows	53	"	5.00	4.73	250.64	265.00
PA #10, 1" Galv. Water Pipe in Place	212	Lin. Ft.	0.53	0.45	94.48	112.36
PA #10, 3/4" Galv. Water Pipe in Place	80	" "	0.44	0.37	29.48	35.20
PA #11, Cement Adjustment in Favor of State	8.52	Bbl.	5.72			- 48.73
PA #11, Cement Adjustment in Favor of Contractor	24.17	"	3.45	3.45	83.39	83.39
PA #12, Purchase Excess 3/8"-0" Cr. Rock in Stockpile	75.13	Cu. Yd.	3.00	2.43	182.93	225.39
PA #12, Purchase Excess ¼"-#10 Rock in Stockpile	133.91	" "	3.00	2.43	325.52	401.73
PA #12, Purchase Excess 6" Perf. Metal Drain Pipe	4.5	Lin. Ft.	1.03	1.03	4.64	4.64
PA #12, Purchase Excess 8" Perf. Metal Drain Pipe	7.5	" "	1.48	1.48	11.10	11.10

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #12, Purchase Excess 8" Perf. Metal Bands	1	Each	$1.02	$1.02	$ 1.02	$ 1.02
PA #12, Purchase Excess 18" Tele. C.M.P. Asphalt Dipped	16	Lin. Ft.	4.03	4.03	64.48	64.48
PA #13, Allowance for Moving Equipment On & Off Job	100%	All	75.00		69.28	75.00
PA #14, Additional Haul Allowance on Pit Run Rock	1,320	Cu. Yd.	0.21	0.21	277.20	277.20
Force Account					25,078.50	26,757.86
						$1,113,617.44
(2) Extra Class "B" Asphaltic Concrete Laid for Cities of Waldport & Newport	1,749.39	Ton	11.36	8.00	14,007.44	19,873.48
					$ 968,213.41	$1,133,490.92

	Gross Revenue	Total Cost	Profit	% of Profit
(1) McNutt Brothers	$1,024,444.21	$883,636.32	$140,807.89	13.7%
(2) Central Heating Company	109,046.71	84,577.09	24,469.62	22.4%
	$1,133,490.92	$968,213.41	$165,277.51	14.6%

Newport-Toledo Section
Contract #3741

Detail of Cost

Labor:

Supervision	$ 43,681.77	
Labor	320,937.21	
Labor Insurance	26,990.92	
		$ 391,609.90

Materials:

84" Corr. Metal Pipe	64	Lin. Ft.	at	$32.63	$ 2,088.32	
84" " " Bands	4	Each	"	49.90	199.60	
24" Corr. Metal, 10-Gauge Pipe	244	Lin. Ft.	"	6.78	1,654.32	
24" Corr. Metal Bands	5	Each	"	7.29	36.45	
6" Metal Perf. Drain Pipe	4,291	Lin. Ft.	"	1.03	4,419.73	
6" Metal Bands	212	Each	"	1.02	216.24	
8" Metal Perf. Drain Pipe	13,690	Lin. Ft.	"	1.48	20,261.20	
8" Metal Bands	680	Each	"	2.19	1,489.20	
8" Metal Drain Pipe	320	Lin. Ft.	"	1.41	451.20	
8" Metal Bands	15	Each	"	2.19	32.85	
18" Metal Telescoping Pipe	162	Lin. Ft.	"	4.03	652.86	
24" Metal Telescoping Pipe	236	Lin. Ft.	"	6.45	1,522.20	
12" Concrete Pipe	1,110	Lin. Ft.	"	0.85	943.50	
18" " "	2,694	" "	"	1.68	4,525.92	
36" " "	198	" "	"	5.25	1,039.50	
48" " "	432	" "	"	9.00	3,888.00	
18" Extra Strength Concrete Pipe	1,401	" "	"	1.89	2,647.89	
24" Extra Strength Concrete Pipe	990	" "	"	3.20	3,168.00	
36" Extra Strength Concrete Pipe	219	" "	"	6.00	1,314.00	
24" Standard Strength Concrete Pipe	540	Lin. Ft.	"	2.86	1,544.40	
Treated Piling	4,520	" "	"	0.91	4,113.20	
" Lumber	10,901	M-FBM	"	168.00	1,831.36	
2" x 12" Planks	216	Lin. Ft.	"	0.26	56.16	
4" x 12" "	2,800	" "	"	0.32	896.00	
Untreated Piling	2,069	" "	"	0.21	434.49	
1" Galv. Water Pipe	212	" "	"	0.26	55.12	
3/4" Galv. Water Pipe	80	" "	"	0.21	16.80	
Catch Basin Grates and Frames	2	Each	"	22.50	45.00	
Redimix Concrete	371	Cu. Yd.	"	45.00	16,695.00	
Metal Rein	99,202	Lb.	"	0.0807	8,005.60	
85-100 Asphalt	968.98	Ton	"	22.00	21,317.56	
RC-3 Asphalt	137.97	"	"	25.35	3,497.54	
Freight on Asphalt	1,106.95	"	"	4.71	5,218.49	
						114,277.70

Equipment Rentals & Misc. Supplies:

Equipment Rental, Owned	$323,665.00	
" " , Hired Fully-operated	6,715.80	
Gas, Oil & Grease	64,995.55	
Heating Oil	3,823.83	
Bond	7,221.18	
P.L. & P.D. Insurance	4,575.51	
P.U.C.	928.70	
Explosives	6,458.75	
Form Lumber	1,848.92	
Paid H & T Blasting Co. for Drilling Coyote Holes	2,916.00	
Home Office & Overhead	33,176.57	
Electric Pole Line Installation & Electric Power	6,000.00	
		$462,325.81
Total Cost		$968,213.41

Newport-Toledo Section

Contract #3741

Detail of Cost
McNutt Brothers

Labor:

Supervision	$ 43,681.77	
Labor	297,236.73	
Labor Insurance	25,568.89	$366,487.39

Materials:

84" Corr. Metal Pipe	64	Lin. Ft.	at	$32.63	$ 2,088.32	
84" " " Bands	4	Each	"	49.90	199.60	
24" 10-Gauge Corr. Metal Pipe	244	Lin. Ft.	"	6.78	1,654.32	
24" 10-Gauge Corr. Metal Bands	5	Each	"	7.29	36.45	
6" Perf. Metal Drain Pipe	4,291	Lin. Ft.	"	1.03	4,419.73	
6" " " Bands	212	Each	"	1.02	216.24	
8" " " Drain Pipe	13,690	Lin. Ft.	"	1.48	20,261.20	
8" " " Bands	680	Each	"	2.19	1,489.20	
8" Metal Drain Pipe	320	Lin. Ft.	"	1.41	451.20	
8" " Bands	15	Each	"	2.19	32.85	
18" Telescoping Corr. Metal Pipe	162	Lin. Ft.	"	4.03	652.86	
24" Telescoping Corr. Metal Pipe	236	" "	"	6.45	1,522.20	
12" Concrete Culvert Pipe	1,110	" "	"	0.85	943.50	
18" " " "	2,694	" "	"	1.68	4,525.92	
36" " " "	198	" "	"	5.25	1,039.50	
48" " " "	432	" "	"	9.00	3,888.00	
18" Extra Strength Concrete Pipe	1,401	Lin. Ft.	"	1.89	2,647.89	
24" Extra Strength Concrete Pipe	990	" "	"	3.20	3,168.00	
36" Extra Strength Concrete Pipe	219	" "	"	6.00	1,314.00	
24" Standard Strength Concrete Pipe	540	" "	"	2.86	1,544.40	
Treated Piling	4,520	" "	"	0.91	4,113.20	
Treated Lumber	10.901	M-FBM	"	168.00	1,831.36	
2" x 12" Planks	216	Lin. Ft.	"	0.26	56.16	
4" x 12" "	2,800	Lin. Ft.	"	0.32	896.00	
Untreated Piling	2,069	" "	"	0.21	434.49	
1" Galv. Water Pipe	212	" "	"	0.26	55.12	
3/4" Galv. Water Pipe	80	" "	"	0.21	16.80	
Catch Basin Grate & Frame	2	Each	"	22.50	45.00	
Redi-Mix Concrete in Forms	371	Cu. Yd.	"	45.00	16,695.00	
Metal Reinforcement	99,202	Lb.	"	0.0807	8,005.60	84,244.11

Equipment Rentals & Misc. Supplies:

Equipment Rental	$310,649.85	
Gas, Oil & Grease	63,186.05	
Bond	6,681.70	
P.L. & P.D. Insurance	4,261.48	
P.U.C.	775.50	
Explosives	6,458.75	
Form Lumber	1,848.92	
Paid H & T Blasting Co. for Drilling Coyote Holes	2,916.00	
Home Office & General Overhead	30,126.57	
Electric Pole Line Installation & Electric Power	6,000.00	
		$432,904.82
Total Cost		$883,636.32

Newport-Toledo Section
Contract #3741

Detail of Cost
Central Heating Company

Labor:					
Labor				$23,700.48	
Labor Insurance				1,422.03	
					$25,122.51
Materials:					
85-100 Asphalt	968.98	Tons at	$22.00	$21,317.56	
RC-3 Asphalt	137.97	" "	25.35	3,497.54	
Freight on Asphalt	1,106.95	" "	4.71	5,218.49	
					30,033.59
Equipment Rental & Misc. Supplies:					
Owned Equipment				$13,015.15	
Rented Equipment, Fully-operated				6,715.80	
Gas, Oil & Grease				1,809.50	
Heating Oil				3,823.83	
Bond				539.48	
P.L. & P.D. Insurance				314.03	
P.U.C.				153.20	
Home Office & Overhead				3,050.00	
					29,420.99
Total Cost					$84,577.09

Breakdown of Crushing Cost

	Amount	Cu. Yd.	Cost Per Cu. Yd.
MoveIn & Set Up	$ 6,327.71	51,257	$0.124
Drill & Shoot	9,843.49	"	0.192
Load & Haul to Crusher	9,479.29	"	0.185
Crushing	33,905.13	"	0.661
			$1.162
Hauling to Stockpile (8-Mi. Haul)	47,526.46	"	0.927
Extra Loading from Stockpile	5,125.70	"	0.10
Street Work	16,986.22	"	0.331
	$129,194.00	51,257	$2.52

Newport-Toledo Section

Contract #3741

Remarks:

This was a "Federal Aid Project" calling for the grading and paving of 5.21 miles of highway roadbed and the construction of five bridges on the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County.

The project was bid May 27th, 1952, awarded June 2nd, 1952, work started July 7th, 1952, and the project was completed December 4th, 1953.

The contractor moved in four D-8 cats and clearing dozers, one TD-24 cat and dozer, one 3/4 cu. yd. dragline shovel, five power saws and a crew of approximately 25 men on clearing. The clearing consisted of large, second growth spruce and fir trees, scattered alder trees and thick brush. The major portion of the clearing was completed in two months time, with the remainder being handled as the grading progressed. An excellent profit was realized on the clearing.

Structural excavation and the laying of the pipe was handled with a 3/4 cu. yd. dragline shovel, D-8 cat and dozer and small pipe crew. Pipe prices were good, and a good profit was realized. Structural excavation was bid at a high price, and a very good profit realized.

Grading operations started July 31st, 1952 with one D-8 cat and carryall. The following week two additional D-8 cats and carryalls were put into operation. After the grading was well under way, more equipment was moved in until there were four TD-24 cats and scrapers, three D-8 cats and scrapers, three D-8 cats used for push cats, one D-8 cat used on the ripper and one cat #12 grader. The excavation consisted of common material with the exception of a few of the high cuts that had to be ripped after the common material had been removed. No drilling and blasting was required. The contractor discontinued the grading operations November 8th, 1952 due to the rainy weather. Work was resumed May 11th, 1953 and completed September 26th, 1953. The excavation showed a small loss, but the contractor had his clearing bid unbalanced; therefore, his clearing shows a large profit and the general excavation a slight loss.

The contractor moved in equipment to put in sand drains between stations 150+50 and 152+30. This work was done on force account.

The contractors started moving in and setting up their four-crusher rock crushing plant at the Iron Mountain quarry December 15th, 1952. The H & T Blasting Co. drilled the coyote holes, and the contractor furnished the powder. Crushing was started February 12th, 1953. A total of 51,257 cu. yd. of rock was crushed in 432 hours, for an average 118 cu. yd. per hour for all sizes of crushed material. This was excellent production. The crushed rock was hauled an average of 8 miles and stockpiled adjacent to the new highway with a fleet of 18 to 20 6 cu. yd. trucks. After the grading operations were completed the 3"-0" base rock was loaded out of the stockpile with a 3/4 cu. yd. shovel, hauled with twelve 6 cu. yd. trucks and three 12 cu. yd. turnatrailers and handled on the road with two graders and two rollers.

Remarks (Cont'd):

The Central Heating Co. subcontracted the placing of the RC-3 asphalt and aggregate in the binder course and the Class "B" asphaltic concrete. A 3,000# batch paving plant was moved in and set up September 25th. The RC-3 binder course was started September 21st, using a 1,500-gal. distributor and twelve 6 cu. yd. trucks, and completed October 5th, 1953. The laying of the Class "B" asphaltic concrete was started October 5th, and was completed October 28th, 1953. A total of 15,287 tons was laid on this project, and 1,749 tons was laid for the City of Waldport and the City of Newport, making a total of 17,036 tons in 181.5 hours, for an average of 94 tons per hour. Equipment used was one paving plant, Barber-Greene paver, twelve 6 cu. yd. trucks and two rollers. The contractor had good bid prices, good equipment and excellent supervision and realized a profit of 14.6%.

Oscar Cutler
Chief Cost Analyst

By . . George Kayser

P

BF-150(4)

141

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 10, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3741	19-final	Mc Nutt Bros.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16142	R-101007	$ 17,214.66	8/5/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1953

Time Extensions: to Dec. 4, 1953 without penalty

Completion Date: Dec. 4, 1953

Date Accepted: Feb. 24, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-12-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]

By
Assistant Secretary

8-12-54

RECEIVED
FOR FILING

August 2, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3741 for work performed on the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County was completed by the contractor, McNutt Bros., on December 4, 1953 and was formally accepted by the Highway Commission on February 24, 1954.

Final payment in the amount of $17,214.66 will be released to the contractor on or after August 12, 1954. The total contract amount is $1,113,617.44, of which amount $26,757.86 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD

RECEIVED
JUN 28 1954
FOR FILING

1-1 (4)

3741

June 25, 1954

General Casualty Company of America
Portland Service Office
209 SW Fourth Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to McNutt Bros., on contract No. 3741, covering bridges, grading and paving on the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County.

This payment, in the amount of $16,696.48 will be released to contractor on or after July 6, 1954. The retained percentage is $16,696.49.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

NOTED ON CARD
6-25-54

RECEIVED FOR FILING
EI 15(4)
3741

Oregon
U. S. Highway 20 Association

Travel Oregon's Shortest East-West Route ● From the Rocky Mountains to the Pacific Ocean

James M. Howes, Secretary
Newport, Ore.

Mel Hammerness, ~~[illegible]~~ President
Toledo, Oregon

Boise
Caldwell
Nyssa
Vale
Burns
Bend
Sisters
Sweet Home
Lebanon
Albany
Corvallis
Philomath
Toledo
Newport

31 May 1954

Mr. W. C. Williams
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

On behalf of the Officers and Directors of this Association we take pleasure in extending to you and Mrs. Williams a cordial invitation to be present at a ceremony in celebration of the completion of the new section of U S Highway 20 between Toledo and Newport.

The ceremony will be held at 11 a.m. on Saturday, July 3rd. State Highway Commission Chairman Ben R. Chandler will speak.

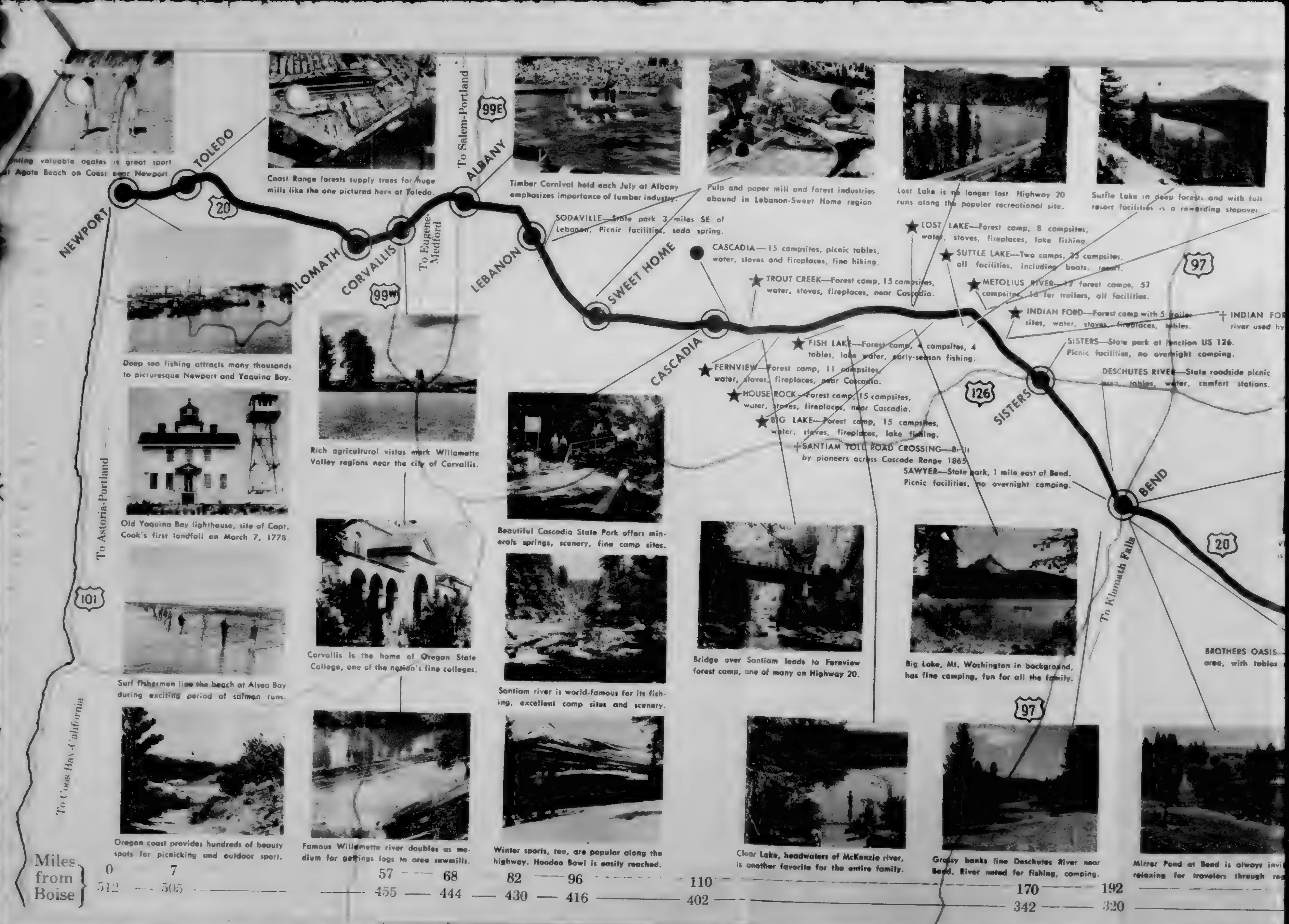
We hope that you can be there.

Yours Sincerely,

James M. Howes

James M. Howes, Secretary

RECEIVED
JUN 2 1954
OFFICE OF
STATE HIGHWAY ENGINEER



nting valuable agates is great sport
Agate Beach on Coast near Newport.

Coast Range forests supply trees for huge mills like the one pictured here at Toledo.

Timber Carnival held each July at Albany emphasizes importance of lumber industry.

Pulp and paper mill and forest industries abound in Lebanon-Sweet Home region.

Lost Lake is no longer lost. Highway 20 runs along the popular recreational site.

Suttle Lake in deep forests and with full resort facilities is a rewarding stopover

SODAVILLE—State park 3 miles SE of Lebanon. Picnic facilities, soda spring.

CASCADIA—15 campsites, picnic tables, water, stoves and fireplaces, fine hiking.

★ TROUT CREEK—Forest camp, 15 campsites, water, stoves, fireplaces, near Cascadia.

★ LOST LAKE—Forest camp, 8 campsites, water, stoves, fireplaces, lake fishing.

★ SUTTLE LAKE—Two camps, 25 campsites, all facilities, including boats, resort.

★ METOLIUS RIVER—12 forest camps, 52 campsites, 16 for trailers, all facilities.

★ INDIAN FORD—Forest camp with 5 trailer sites, water, stoves, fireplaces, tables.

† INDIAN FOR
river used by

★ FISH LAKE—Forest camp, 4 campsites, 4 tables, lake water, early-season fishing.

★ FERNVIEW—Forest camp, 11 campsites, water, stoves, fireplaces, near Cascadia.

★ HOUSE ROCK—Forest camp, 15 campsites, water, stoves, fireplaces, near Cascadia.

★ BIG LAKE—Forest camp, 15 campsites, water, stoves, fireplaces, lake fishing.

† SANTIAM TOLL ROAD CROSSING—Built by pioneers across Cascade Range 1865.

SAWYER—State park, 1 mile east of Bend. Picnic facilities, no overnight camping.

SISTERS—State park at junction US 126. Picnic facilities, no overnight camping.

DESCHUTES RIVER—State roadside picnic area, tables, water, comfort stations.

Deep sea fishing attracts many thousands to picturesque Newport and Yaquina Bay.

Rich agricultural vistas mark Willamette Valley regions near the city of Corvallis.

Old Yaquina Bay lighthouse, site of Capt. Cook's first landfall on March 7, 1778.

Beautiful Cascadia State Park offers minerals springs, scenery, fine camp sites.

Bridge over Santiam leads to Fernview forest camp, one of many on Highway 20.

Big Lake, Mt. Washington in background, has fine camping, fun for all the family.

BROTHERS OASIS—
area, with tables

Corvallis is the home of Oregon State College, one of the nation's fine colleges.

Surf fishermen line the beach at Alsea Bay during exciting period of salmon runs.

Santiam river is world-famous for its fishing, excellent camp sites and scenery.

Oregon coast provides hundreds of beauty spots for picnicking and outdoor sport.

Famous Willamette river doubles as medium for getting logs to area sawmills.

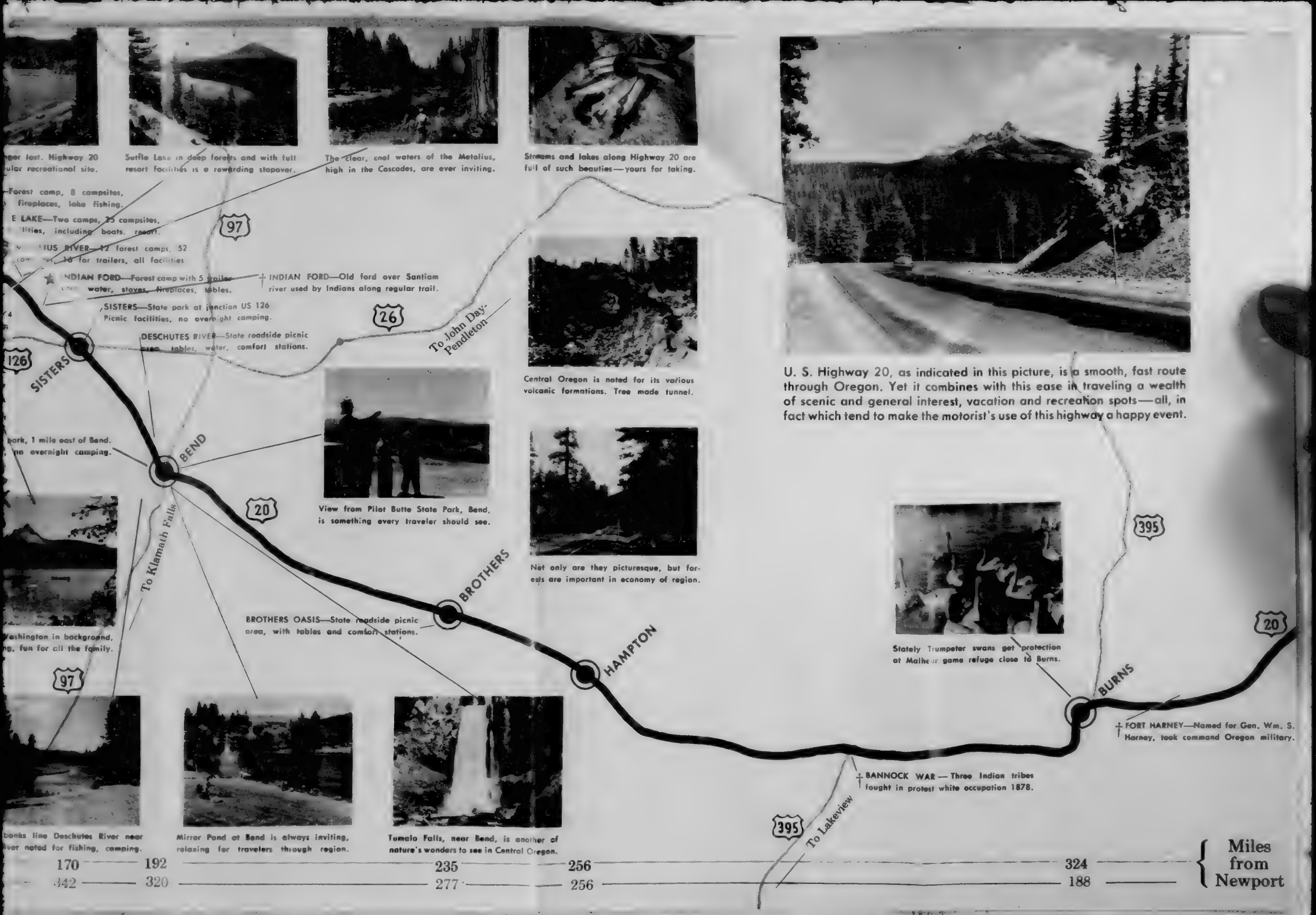
Winter sports, too, are popular along the highway. Hoodoo Bowl is easily reached.

Clear Lake, headwaters of McKenzie river, is another favorite for the entire family.

Grassy banks line Deschutes River near Bend. River noted for fishing, camping.

Mirror Pond at Bend is always invi
relaxing for travelers through re

Miles									
from	0	7	57	68	82	96	110	170	192
Boise	512	505	455	444	430	416	402	342	320



nger lost. Highway 20 ular recreational site.

Suttle Lake in deep forests and with full resort facilities is a rewarding stopover.

The clear, cool waters of the Metolius, high in the Cascades, are ever inviting.

Streams and lakes along Highway 20 are full of such beauties—yours for taking.

—Forest camp, 8 campsites, fireplaces, lake fishing.

E LAKE—Two camps, 25 campsites, lities, including boats, resort.

IUS RIVER—12 forest camps, 52 com 16 for trailers, all facilities

NDIAN FORD—Forest camp with 5 trailer water, stoves, fireplaces, tables.

SISTERS—State park at junction US 126 Picnic facilities, no overnight camping.

DESCHUTES RIVER—State roadside picnic area, tables, water, comfort stations.

INDIAN FORD—Old ford over Santiam river used by Indians along regular trail.

Central Oregon is noted for its various volcanic formations. Tree made tunnel.

U. S. Highway 20, as indicated in this picture, is a smooth, fast route through Oregon. Yet it combines with this ease in traveling a wealth of scenic and general interest, vacation and recreation spots—all, in fact which tend to make the motorist's use of this highway a happy event.

park, 1 mile east of Bend. no overnight camping.

View from Pilot Butte State Park, Bend, is something every traveler should see.

Not only are they picturesque, but forests are important in economy of region.

Washington in background, g, fun for all the family.

BROTHERS OASIS—State roadside picnic area, with tables and comfort stations.

Stately Trumpeter swans get protection at Malheur game refuge close to Burns.

FORT HARNEY—Named for Gen. Wm. S. Harney, took command Oregon military.

BANNOCK WAR—Three Indian tribes fought in protest white occupation 1878.

banks line Deschutes River near ver noted for fishing, camping.

Mirror Pond at Bend is always inviting, relaxing for travelers through region.

Tumalo Falls, near Bend, is another of nature's wonders to see in Central Oregon.

RECEIVED
MAY 30 1954
FOR FILING

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[illegible]

May 19, 1954

Mr. Ben R. Chandler, Chairman
State Highway Commission
Post Office Box 809
Coos Bay, Oregon

Dear Mr. Chandler:

Herewith a suggested speech, first written by the Travel and Information Division and then by the undersigned. If it is not satisfactory, please indicate just about the thoughts you want to express and we will work it over.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:me

Encl.

P. S. Should you desire this placed on cards, we will be glad to do so if you will return the draft with any suggested changes.

Travel Information Division
Oregon State Highway Department
101 State Highway Building
Salem, Oregon, 5/18/54, eb.

For: Mr. Chandler
Dedication Newport-Toledo
Section, US20

It is a pleasure to be here today to help you dedicate and officially open this new highway, a part of the great five-year highway modernization program which is being carried on not only here on the coast, but throughout the state of Oregon.

Many improvements are being made on the Oregon Coast Highway. Sections of highway which have been below modern standards are being improved to afford both safety and utility. Immediately north of Newport, these improvements have been in use for the past few years. At Otter Crest, you may now see similar work underway.

Much of this new construction is made possible by an investment by the people of Oregon of $72,000,000, paid for by special bond issues authorized by the legislature. To this was added funds derived from the gas tax, motor license fees, and motor transportation fees.

Oregon was the first state to use the gasoline tax method of financing highway construction, in 1919. Since that time, all other states have adopted this plan. Oregon was also the first state to adopt, in 1947, the weight-mile method of taxing trucks.

No doubt there are people in the audience here today who remember when the "road" from Toledo to Newport was nothing more than a trail. Later grading was done and the trail became a narrow road and finally a surfaced highway, adequate for the traffic of its day, but not adequate for today's fast travel and heavy traffic.

It is significant that this highway is being officially opened during a pioneer celebration which is now taking place in this area, for it was these pioneers who first laid out the markings for the first road from

Toledo to Newport. Now we are indebted to the present day pioneers of progress for having the foresight to keep their highway development parallel to the industrial development of the area.

Construction costs, like the traffic over the highway, have risen considerably since the first grading was done on the Newport-Toledo section in 1920. For instance the cost for the original grading was about $60,000, of which the state paid only $7,000 and the county $53,000. The first surfacing was begun on August 30, 1921 by the contractor, A. D. Kern. A quarry was developed at Agate Beach, north of Newport, and materials were shipped over the Government Spruce Railroad to the highway crossing east of Newport. At this point, the rock was dumped into bunkers and transferred to trucks for delivery on the road. The surfacing was completed in the summer of 1922 at a cost of $105,000.

Quite a difference, you might say, from the cost of today's modern highway, yet this larger expenditure is justified by the savings to the highway user in time and motor-vehicle costs.

This new highway section was contracted in June 1952 to McNutt Brothers of Eugene and was completed in December, 1953. The final cost is approximately $1,245,000, which is being paid for out of the first highway bond issue of $40,000,000.

This new highway provides a 22-foot asphaltic concrete pavement with extra width climbing lanes on the grades.

The length of the project is 5.27 miles, which represents a savings of 1.03 miles over the old road.

The new highway has also relieved the driver of traversing about ten complete circles, reducing the curvature from 4,199 degrees to 758 degrees. There are no sharper curves than eight degree used on the new location. The old road had many 56 degree curves.

Highway improvements have come steadily to this area, in proportion to the increase in industrial progress and population. It wasn't too many years ago that a ferry still operated across Yaquina Bay. Transportation and population growth necessitated the building of the beautiful steel-arch bridge which now spans the bay. This bridge in turn has made transportation in and out of the area much faster and given accessibility to this area. The same is true of new highways--they give new accessibility to scenic and recreational resources as well as the other industries of our state.

Thus this new highway into the Coast Range is one of the first steps in improved communication and transportation between the coast and the inland valleys. And it is in this spirit that we dedicate this new road--to bring new prosperity, happiness and industry to the people of this area.

#####

July 3-5

[illegible]

It is a pleasure to be here today to help you dedicate and officially open this new highway, a part of the great five-year highway modernization program which is being carried on not only here on the coast, but throughout the state of Oregon.

Many improvements are being made on the Oregon Coast Highway. Sections of highway which have been below modern standards are being improved to afford both safety and utility. Immediately north of Newport, these improvements have been in use for the past few years. At Otter Crest, you may now see similar work underway.

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Oregon was the first state to use the gasoline tax method of financing highway construction, in 1919. Since that time, all other states have adopted this plan. Oregon was also the first state to adopt, in 1947, the weight-mile method of taxing trucks.

No doubt there are people in the audience here today who remember when the "road" from Toledo to Newport was nothing more than a trail. Later grading was done and the trail became a narrow road and finally a surfaced highway, adequate for the traffic of its day, but not adequate for today's fast travel and heavy traffic.

It is significant that this highway is being officially opened during a pioneer celebration which is now taking place in this area, for it was these pioneers who first laid out the markings for the first road from Toledo to Newport. Now we are indebted to the present-day pioneers of progress for having the foresight to keep their highway development parallel to the industrial development of the area.

Construction costs, like the traffic over the highway, have risen considerably since the first grading was done on the Newport-Toledo section in 1920. For instance the cost for the original grading was about $60,000, of which the state paid only $7,000 and the county $53,000. The first surfacing was begun on August 30, 1921 by the contractor, A. D. Kern. A quarry was developed at Agate Beach, north of Newport, and materials were shipped over the Government Spruce Railroad to the highway crossing east of Newport. At this point, the rock was dumped into bunkers and transferred to trucks for delivery on the road. The surfacing was completed in the summer of 1922 at a cost of $105,000.

Quite a difference, you might say, from the cost of today's modern highway, yet this larger expenditure is justified by the savings to the highway user in time and motor-vehicle costs.

This new highway section was contracted in June 1952 to McNutt Brothers of Eugene and was completed in December, 1953. The final cost is approximately $1,245,000, which is being paid for out of the first highway bond issue of $40,000,000.

This new highway provides a 22-foot asphaltic concrete pavement with extra width climbing lanes on the grades.

The length of the project is 5.27 miles, which represents a savings of 1.03 miles over the old road.

The new highway has also relieved the driver of traversing about ten complete circles, reducing the curvature from 4,199 degrees to 758 degrees. There are no sharper curves than eight degree used on the new location. The old road had many 56 degree curves.

Highway improvements have come steadily to this area, in proportion to the increase in industrial progress and population. It wasn't too many years ago that a ferry still operated across Yaquina Bay. Transportation and population growth necessitated the building of the beautiful steel-arch bridge which now spans the bay. This bridge in turn has made transportation in and out of the area much faster and given accessibility to this area. The same is true of new highways--they give new accessibility to scenic and recreational resources as well as the other industries of our state.

Thus this new highway into the Coast Range is one of the first steps in improved communication and transportation between the coast and the inland valleys. And it is in this spirit that we dedicate this new road--to bring new prosperity, happiness and industry to the people of this area.

Address given by Ben R. Chandler, Chairman
at opening ceremonies for Toledo-Newport Section
July 3, 1954

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PF-180(4)

3741

May 17, 1954

Mr. James M. Howes, Secretary
Oregon U. S. Highway 20 Association
Toledo, Oregon

Dear Mr. Howes:

Mrs. Baldock and I plan to be present at the ceremony at 11:00 a.m., July 3, commemorating the opening of the new Newport-Toledo Highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

Oregon

U. S. Highway 20 Association

Travel Oregon's Shortest East-West Route ● From the Rocky Mountains to the Pacific Ocean

James M. Howes, Secretary
Newport, Ore.

Mel Hammerness, President

~~[illegible]~~
Toledo, Oregon

Boise
Caldwell
Nyssa
Vale
Burns
Bend
Sisters
Sweet Home
Lebanon
Albany
Corvallis
Philomath
Toledo
Newport

14 May 1954

Mr. R.H. Baldock
State Highway Engineer
Highway Dept.
Salem, Ore.

Dear Mr. Baldock:

Thank you for your letter of April 30th informing us that the date of July third is agreeable to the Highway Commission for the opening of the Newport-Toledo Highway.

According to present plans the ceremony will be held at 11 a.m. on Saturday, July 3rd.

I wish at this time, on behalf of the officers and directors of this Association, to extend to you and Mrs. Baldock a cordial invitation to be present.

Yours sincerely,

James M. Howes

James M. Howes, Sec.

RECEIVED
APR 9 1954
FOR FILING

April 8, 1954

General Casualty Company
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to McNutt Brothers in connection with contract No. 3741, for bridges, grading and paving on the Newport-Toledo Section of the Corvallis-Newport Highway, Lincoln County.

This payment, in the amount of $59,584.06, will be released to the contractor on or after April 19, 1954. The retained percentage is $33,392.97.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
11-5-54

Form E-1-1000

EF-15(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending March 20, 1954

Section Newport-Toledo

Kind of work Bridges, Grading & Paving

Highway Corvallis-Newport

Section prefix 21-1030

Contractor McNutt Bros.

Contract number 3741

Date of contract June 2, 1952

Date of completion September 30, 1953

Date work started July 7, 1952

Estimated date of completion ......, 19...

Project Auth., less Engineering Amount of contract $1,111,464.23

Per cent of time elapsed 113 %

Estimated cost of completed project, exclusive of engineering $1,153,712.11

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $79,275.00, 99 %

Date project was completed [illegible], 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

I will be in Salem with the semi-final Monday of next week.

Mr. Walker and Mr. Stephenson were here Friday of this week.

Mr. Hall, transitman, returned from his vacation last Monday. Mrs. Gerlach, E. I. resigned Wednesday of this week.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

NOTED
R. A. [illegible]

Signed B P Huntley

Address Box 37, Newport

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.21	5.21			
Miles partially completed					5.21
Miles completed	5.21	5.21			
Total estimated quantities					5.21
Estimated quantities moved or placed to date	1,088,541.7	35,773			
Average daily quantities					15,287.94
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Rain		
Tuesday	Clear		
Wednesday	Overcast		
Thursday	"		
Friday	"		
Saturday	Clear		

State Printing

RECEIVED
FEB 2 - 1954
FOR FILING

[illegible] (4)

3741

February 1, 1954

McNutt Bros.
351½ East Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 21, 1954, had under discussion your request for an extension of time from November 30 to and including December 4, 1953 within which to complete your contract No. 3741, covering the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. H. Walker,
Division Engineer

B. P. Huntley,
Resident Engineer

[illegible] G. Smith,
Construction Engineer

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FOR FILING

BF-150(4)

3741

December 28, 1953

Oregon State Highway Commission

Request for extension of time
No. 9
January 21 and 22 Meeting

Gentlemen:

Herewith is a request from McNutt Brothers for an extension of time on the Newport-Toledo Section of the Corvallis-Newport Highway, Contract No. 3741, from November 30, 1953 to December 4, 1953, both dates inclusive.

The four-day overrun was due to additional drainage and cleaning up requested by our resident engineer after the major contract was completed.

No additional cost or inconvenience was experienced, and I would recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
DEC [illegible] 53
FOR FILING

BF-150 (4)

3741

December 21, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Newport-Toledo Contract No. 3741, Oregon BF-150 (4), from November 30, 1953 to December 4, 1953, to McNutt Brothers, contractors.

The four-day overrun was due to additional ditching and cleaning up requested by our resident engineer after the major contract was completed.

No additional cost or inconvenience was experienced, and I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

EAP:js

cc Mr. H. G. Smith

RECEIVED

FOR FILING

KF-1 [illegible]

3741

December 21, 1953

General Casualty Company of America
Mansfield & Co.
302 Lewis Bldg
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to McNutt Brothers a portion of the funds heretofore retained by the Commission on contract No. 3741, covering the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County.

This payment in the amount of $48,569.30, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $31,550.17. The present payment will be released on or after December 30, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - General Casualty Co. of America
Portland Service Office
209 S. W. 4th St.
Portland 4, Oregon

NOTED ON CARD

12-21-53
m

RECEIVED
FOR FILING

December 14, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 4, 1953 on Contract No. 3741, Newport-Toledo Section in Lincoln County, in connection with Federal Aid Project No. NF-150 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:tp

cc: John Cattrell

RECEIVED

FOR FILING

3741

November 30, 1953

Oregon State Highway Commission,

Gentlemen:

We have two projects which are now practically completed, and the final quantities have been quite accurately determined. It appears that on the two projects the project authorization will be overrun more than five per cent, the limitation.

On the Hauser-Coos Bay Section of US101 the cost will overrun the authorization by 7.6 per cent, or approximately $60,000. This overrun is occasioned entirely by two items which materially exceeded the anticipated amounts.

General excavation overran $39,400, principally by greater subsidence than had been planned. Class "B" Asphaltic Concrete overran approximately $21,000 by reason of placing additional thicknesses on certain sections of the new highway where the subgrade could not be stabilized by ordinary methods. There were some underruns on other items, including an $8,000 underrun on Engineering, which resulted in the net overrun of $60,000.

On the Newport-Toledo Section of US20 the project authorization will be overrun approximately 5.96 per cent, or a total overrun of $67,000. The overrun on this project was caused almost entirely by slides occurring during the construction of the project. The increased cost is not only by reason of removal of slides and excess excavation but because of the necessity of installing large quantities of perforated metal drain pipe to eliminate the cause of the slides. Additional overrun was caused by necessity of installing more culvert pipe than had originally been anticipated.

white copy

Summing up the above, it is respectfully requested that you authorize additional project authorization of $60,000 on Contract No. 3744, Hauser-Coos Bay Section of the Oregon Coast Highway, and additional project authorization of $67,000 on Contract No. 3741, Newport-Toledo Section of US20.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. H. G. Smith
Mr. C. H. Maison

WCW:me fp

RECEIVED
NOV 19 1953
FOR FILING

FE-1 2 1

3741

November 17, 1953

McNutt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from September 30 to November 30, 1953 within which to complete your contract No. 3741, for bridges, grading and paving on the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: J. D. Walker,
Division Engineer

Phillip B. Huntley,
Resident Engineer

H. G. Smith,
Construction Engineer

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OCT 21 1953
FOR FILING

[illegible]

3741

October 20, 1953

Request for extension of time
No. 13
October 29 and 30 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from McNutt Brothers for an extension of time on the Newport-Toledo Section, Corvallis-Newport Highway, Contract No. 3741, from September 30, 1953 to November 30, 1953.

Extremely wet weather and considerable unexpected slide material has seriously delayed the contractor in his grading operations. He now has the grading practically complete and is proceeding with the paving as fast as the weather will permit.

The delay was not the fault of the contractor, and I recommend the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:js

RECEIVED
FOR FILING

BF-150(4)

3741

October 13th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Newport-Toledo Contract #3741, Oregon BF-150(4), from September 30th, 1953, to Nevvember 30th, 1953, to McNutt Bros., contractors.

Extremely wet weather and considerable unexpected slide material seriously delayed the contractor in his grading operations. He now has the grading practically complete and is proceeding with the paving as fast as weather will permit.

The delay was not the fault of the contractor, and I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

H

cc to: H. G. Smith

File

(Index #141)

FORM E-30 37,500 4-52 56806

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11, 1953

2741

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

I am submitting herewith the original signed copy of a release executed by Mr. and Mrs. B. F. Branson and Mr. and Mrs. L. C. Sanford.

The Bransons alleged that during the course of the relocation and construction of the Newport-Toledo Section of the Corvallis-Newport Highway a well located on the Branson property was destroyed. In an effort to settle the matter the Bransons, as contract purchasers, and L. E. Sanford and wife, as legal owners of the property involved, executed a release of all claims for damage upon the condition that the Highway Department restore the damaged well. It is this release which is attached hereto.

I am advised that the well involved has now been restored.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - Lew Scott

REFERRED TO

BY SECRETARY

[illegible] Time auth[illegible]

fr. the [illegible]

9-14 Porter will check on this

WITNESSETH:

RECITALS:

1. STATE OF OREGON, by and through its State Highway Commission, hereinafter called the "State", entered into a contract with the McNutt Bros. (Contract No. 3741), for the performance of the necessary work in the relocation and construction of the Newport-Toledo Section of the Corvallis-Newport Highway, said work to be in strict conformance with the plans and specifications of the State Highway Engineer.

2. Mr. B. F. Bronson and Mrs. Gertrude Bronson, as husband and wife, of Toledo, County of Lincoln, State of Oregon, hereinafter called "Bronson", as contract purchasers from L. C. Sanford and Thelma C. Sanford, husband and wife, and L. C. Sanford and Thelma Sanford, hereinafter called "Sanford", as legal owners, of the property described as follows:

> That portion of the southeast quarter of the northwest quarter except part sold, in Section 10, Township 11 South, Range 11 West, Willamette Meridian, that lies north of the paved highway between Toledo and Newport, Lincoln County, Oregon, as described in that deed to Earl Fournier recorded in Lincoln County Deed Records, Book No. 101 at Page 92, except that portion conveyed by L. C. Sanford and Thelma Sanford to the State of Oregon, by and through its State Highway Commission, described in that deed to the State Highway Commission, which is recorded in the Lincoln County Book of Deeds No. 155 at Page 240,

claim and allege that as a result of the relocation and construction of the Newport-Toledo Section of the Corvallis-Newport Highway, a well located at a point approximately 400 feet northeasterly of Highway Engineer's Center Line Station No. 94 of the aforedescribed highway was damaged to the extent that the source of water supply to said well was disturbed, diverted or destroyed so that said well is presently of no use or value.

3. The State expressly denies that any damage was caused said well, and

further denies any liability for any alleged damage caused said well, as a result of the relocation and construction of the Corvallis-Newport Highway, pursuant to the aforementioned contract.

4. Bronson and Sandford are desirous of having the aforementioned well restored or another well drilled in close proximity of the allegedly damaged well.

NOW, THEREFORE, the premises being generally as set forth in the recitals above, and in consideration of the State attempting to compromise a disputed claim under the terms and conditions hereinafter set forth, Bronson and Sanford do hereby grant, bargain, contract, compromise and/or release the State under such terms and conditions as are hereinafter set forth:

1. Bronson and Sanford hereby grant to the State the right, license, easement and permission to enter into and onto the above described property with the necessary equipment, men and materials to attempt to restore the old well or drill a new well under the terms, conditions and provisions hereinafter set forth.

2. Bronson and Sanford covenant and agree that the above right, license, easement and permission is granted without recourse against the State for any damages necessary or incidental to the purpose for which this right, license, easement and permission is granted.

3. Bronson and Sanford hereby agree that the State by preparing and submitting this instrument to Bronson, or the performance of any surveys, tests, drillings, or the exercise of any of the rights or privileges granted hereunder, shall not bind the State nor shall any of the aforementioned be construed as an admission of liability on the part of the State, and Bronson

and Sanford further agree that all of the aforementioned shall be construed as an attempt to compromise a disputed claim.

4. Bronson and Sanford covenant and agree that all State shall be required to do is as follows: Drill an eight-inch well and case same with six-inch casing, reinstall the existing pump on the relocated well and reconnect the pump at the new location to the existing water system at present well location.

5. In the event the State undertakes to restore the allegedly damaged well or drill a new well and is successful therein to the extent that a water supply of comparable magnitude to that of the allegedly damaged well prior to being damaged is again available, then and in consideration of said restoration or new well, B. F. Branson, Gertrude E. Branson, L. C. Sanford and Thelma Sanford jointly and severally, for themselves, their heirs and assigns, hereby release and discharge the State of Oregon, the State Highway Commission and members thereof, and its officers and agents and employees, and McNutt Bros., Contractors, from any and all claims and damages which they now have or may hereafter have, on account of or arising out of any operations, acts or actions in the relocation and construction of the Newport-Toledo Section of the Corvallis-Newport Highway resulting in damage to, diversion of or destruction of the supply of water to the spring or well supplying water to the house located on the above described property near Toledo, County of Lincoln, State of Oregon, near State Highway Engineer's Station No. 94.

DATED at Newport Ore, this 31 day of August, 1953.

WITNESSES:

B F Branson (SEAL)

Gertrude E. Branson (SEAL)

____

Address______________________

____

(SEAL)

EMP:FRC 8/26/53

Thelma Sanford

Address ________________________ ______________________________(SEAL)

STATE OF OREGON)
) ss.
County of Lincoln)

On the 31 day of August, 1953, before me personally appeared B. F. Bronson, Gertrude E. Bronson, L. C. Sanford and Thelma Sanford, to me known and known to me to be the same persons mentioned and described in and who executed the above instrument, and who acknowledged to me that they executed the same.

Notary Public for Oregon

My Commission expires July 6 1956

EMP:FRC
8/26/53

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53
FOR FILING

[illegible]

F 741

Salem, Oregon
July 29, 1953

File No. 20545
Newport-Toledo Section
Corvallis-Newport Highway

Mr. R. L. Porter
Right of Way Engineer
Office

Attention: Mr. E. F. Chidsey

Attached hereto for further handling are two fully executed copies of an indenture of access to C.E. Wright to property on the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County.

Yours very truly,

Secretary

FD
Attach: 2

FORM E-30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1953

SUBJECT: File No. 20545
Newport-Toledo Section
Corvallis-Newport Highway

To:

Mr. H. B. Glaisyer
Secretary
State Highway Commission
OFFICE

Dear Mr. Glaisyer:

Attached hereto in ~~triplicate~~ only 2 copies is indenture of access to be signed in duplicate by the Highway Commission. This access was reserved on the Highway Commission's Resolution of June 25 from these same people. However, as they had previously sold all access except the one taken out by the slide, we need to grant them a new access by this method. The form bears the approval of the Chief Counsel and the State Highway Engineer. When it is fully executed, will you please return the original and duplicate to this office for further processing?

Very truly yours,

R. L. PORTER
Right of Way Engineer

E F Chidsey
By
E. F. CHIDSEY
Ass't. Right of Way Engineer

EFS:ls

Attach: Ind. of Access (triplicate)

cc: J. D. Walker

[illegible]

mail to Commission

RECEIVED
FOR FILING

BF-150(4)

3741

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 18, 1953

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
Office

NOTE.
W. C. WILLIAMS

Dear Sir:

The Subcontract between McNutt Brothers and the Central Heating Company, coverings items 28-32 inclusive on the Newport-Toledo Contract No. 3741 Oregon BF-150(4), is approved and you may so inform the interested parties.

Four copies of the Subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js

Encl.

cc W. C. Williams
C. G. Polk

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

(4)

241

April 13, 1953

General Insurance Company of America
209 S. W. 4th Avenue
Portland 4, Oregon

In re: Our File 18496 Edenfield
Newport-Toledo Section
Newport-Corvallis Highway
Lincoln County

Attention: A. L. Tebault

State Highway Contract
No. 3741
McNutt Brothers

Gentlemen:

This will acknowledge receipt of your draft no. 9307 on the University Branch, National Bank of Commerce, Seattle, Washington, in the amount of $3,567.00 covering the compromise settlement of the damage claims arising out of the slide on January 16, 1953, which covered the Glen R. and Letha V. Edenfield property.

Mr. Query, our Assistant Secretary, has signed your form of release on behalf of the Highway Commission, and I am enclosing the executed copy herewith for your files. I trust you will find the same in order and that this now completes both your and our records in this matter.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:ab
enc:2 copies release

cc:H.B.Glaisyer

M E 30X 15M 8 50 4[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

April 13, 1953
Office

To: Mr. C. H. Maison
Accounting Department
OFFICE

SUBJECT: Our File 18496 Edenfield
Newport-Toledo Section
Newport-Corvallis Highway
Lincoln County

State Highway Contract
No. 3741
McNutt Brothers

Dear Mr. Maison:

Please find enclosed herewith a draft no. 9307 by the General America Companies on the National Bank of Commerce, University Branch, Seattle, Washington, payable to the Oregon State Highway Commission individually and as assignee of Glen R. and Letha V. Edenfield in the amount of $3,567.00.

This draft is payment in full of a compromise settlement agreed to between the Chief Counsel and a representative of the General Insurance Company of America, and approved by the State Highway Commission at its last meeting. For your information the claim which the Highway Commission had in this instance against the drawee of this draft arose out of the slide which occurred January 16, 1953, in a section of the above highway being constructed by McNutt Brothers under State Highway Contract No. 3741, and which covered the Glen R. and Letha V. Edenfield property. Subsequently, and on right of way file 18496, the Commission acquired the damaged property of the Edenfields for a consideration of $12,700.00 and took their warranty deed to the same. As a part of the same transaction the Highway Commission also took an assignment from Mr. and Mrs. Edenfield of their claim for damages against McNutt Brothers and a covenant not to sue the State Highway Commission. The claim was made against McNutt Brothers and the General America Companies as surety on their bond and as the insuree on a public liability and property damage insurance covering the McNutt Brothers on this contract. This settlement was strictly one of compromise arising out of what might be considered concurrent negligence on the part of the contractor and the State.

Would you kindly take such steps as are necessary to collect on this draft and credit the same to the proper account.

Very truly yours,

G. E. Rohde
Assistant Attorney

GER:ab
att:draft
cc:H.B.Glaisyer

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of delivery of a draft or check to the undersigned in the sum of Three thousand five hundred sixty seven and 00/100-Dollars ($ 3567.00), the receipt of which is hereby acknowledged, each undersigned, being of lawful age, hereby releases, acquits, and forever discharges McNutt Brothers of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage resulting or to result from an accident or occurrence on or about the 16 day of January , 1953, at or near Corvallis Newport Highway, Oregon .

It is hereby declared and represented by the undersigned that the injuries sustained are permanent and progressive and that recovery therefrom is uncertain and indefinite, and that this release and agreement is given wholly upon the judgment, belief, and knowledge of the undersigned as to the nature, extent, and duration of said injuries; further, the giving of this release has not been influenced to any extent whatever by any representations or statements regarding said injuries, or regarding any other matters, made by the persons, firms or corporations who are hereby released, or by any person or persons representing him or them, or by any physician or surgeon by him or them employed.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the party or parties named above, by whom liability is expressly denied.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

Each of the undersigned further states that this release has been carefully read by and is signed as the free act and deed of such undersigned.

Witness my hand and seal this 13 day of april , 1953.

In presence of

CAUTION! READ BEFORE SIGNING

(1) /s/ G. E. Rohde

Address

(2)

/s/ Floyd Query (Seal)
Acting Secretary
Oregon State Highway Commission

(Seal)

Approved as to Form
and Legality
/s/ C. W. Enfield, Chief Counsel

FORM E-123X 37,500 4-58

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

AGENDA
FEB 17 '59

2-2

RF-15 (4)

3941

February 13, 1959

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box [illegible]
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
435 S. W. Broadway
Portland 5, Oregon

Re: Report of settlement of
Glen Edenfield claim
Newport-Toledo Section
Newport-Corvallis, Highway

Gentlemen:

As you know, by reason of verbal report on January 16, 1959, a fill approximately 40 feet high and 250 feet long on the Newport-Toledo Section of the Newport-Corvallis Highway, adjacent to property owned by Mr. and Mrs. Glen Edenfield, became saturated with water during heavy rains, and the fill turned into mud and flowed upon the Edenfield property covering a substantial portion of the same, and collapsing and completely destroying the Edenfield residence and other outbuildings, and most of the personal property of the Edenfields contained in the residence and outbuildings.

This damage occurred at approximately 12:20 P. M., and the timely action of Mr. Edenfield in removing his wife and three children from the home prevented any personal injury being suffered.

Although the Edenfields were grieved over the loss of their home, and Mrs. Edenfield and the children suffered shock in limited degrees by reason of seeing their home engulfed and demolished by this avalanche of mud, they were very cooperative in effecting a settlement of their claim, and made no unreasonable demands.

At our request, the Edenfields made as complete a catalogue of their personal property that was destroyed that was possible to recall to memory, and cooperated fully with this office in determining the reasonable value of this property, as well as allowing credit for what little property was salvaged from the second story of the building.

Based upon the best appraisals and evidence of value available, a settlement with the Bienfields was effected whereby the State secured title by warranty deed to all of the real property owned by the Bienfields, consisting of approximately [illegible] acres, together with all of the buildings thereon, together with an executed assignment by the Bienfields to the Highway Commission of all of their rights and interest in the real and personal property, and all rights of action for damages against others arising out of the mud flow, together with a convenant not to sue the State for any damages whatsoever arising out of this incident, upon payment of the sum of $12,700.00, as follows:

Land and buildings	$ 7,[illegible].00
All personal property destroyed or damaged	4,[illegible].67
Rent for temporary accommodations at Miller's Motel	22.50
Rent for temporary accommodations at Childs Motel	[illegible].00
Total	12,6[illegible].17 ($12,700.00)

In my opinion the Bienfields had a good claim against the State Highway Commission for the value of their real and personal property taken by reason of this mud flow on the basis of inverse condemnation, which theory of recovery is recognized by the Supreme Court of the State of Oregon.

Payment has been made effecting the settlement as set forth above, pursuant to telephonic approval given by Commissioner Chandler and Commissioner Reynolds February 2, 19[illegible].

We are now studying the facts and law concerning this matter to determine to what extent, if any, the contractor was responsibile for this damage, and if his responsibility be evident, to determine the best legal procedure to be followed to recover all or a portion of the costs suffered by the State from the contractor, McNutt Brothers, and its surety, General Casualty Company of America.

It is requested that you authorize the Chief Counsel to commence and prosecute against the contractor and his surety any suitable action for all or any part of the costs suffered by the State as may be determined by the Chief Counsel to be justified.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:VH
cc - R. H. Baldock
[illegible]. [illegible]. Glaisyer
[illegible]. L. Porter

AGENDA
FEB 17 1953

2-e

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 11, 1953

SUBJECT: R 18496 Glen R. Edenfield, et ux.

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place the following matter upon the agenda for the February seventeenth meeting of the Highway Commission:

Settlement of Edenfield claim for damage to property on the Newport-Toledo Section of the Corvallis-Newport Highway, and authorize Chief Counsel to prosecute action against McNutt Brothers and the General Casualty Company of America.

Yours very truly,

CWEnfield

C. W. ENFIELD
Chief Counsel

CWE:avh

FORM E-30 25M 1-52 55419

AGENDA
FEB 17 '53

2-e

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1953

SUBJECT: R 18496

To:

Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Enclosed herewith for your file is the original executed copy of an instrument wherein Glen R. Edenfield and Letha V. Edenfield covenant not to sue the State for any damages or injury arising out of the slide on the Newport-Toledo Section of the Corvallis-Newport Highway, which slide destroyed the Edenfields' home, and further assigning to the State Highway Commission all rights that they might have to make claim or recover damages from any other persons by reason of this slide.

Yours very truly,

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:avh
Encl.

C E R.

37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

22

2/17

January 20, 1953

McNutt Bros.
351½ Broadway
Eugene, Oregon

Re: Contract #3741
Newport-Toledo Section
Corvallis-Newport Highway

Gentlemen:

This is to inform you that on January 16, 1953 a slide developed in the fill located at approximately station 144 of the above designated section of highway which you are constructing under contract with the Oregon State Highway Commission. The slide spilled over on to the property of Glen R. and Letha V. Edenfield and besides demolishing their home and the personal property located therein, has virtually rendered their entire property valueless.

Although there was no personal injury, the result has been to leave these people and their children homeless with only the clothing they had on their back as they escaped from the slide. The resident engineer on the project has provided them with temporary shelter but it would appear urgent that they be reimbursed for the damages sustained to their property.

An investigation is under way at this time by employees of the State Highway Commission to discover the cause of said slide and to determine the extent of the damages suffered by Mr. and Mrs. Edenfield. This is to inform you that if the investigation reveals the slide was the result of any act, omission, or neglect on your part or that of any of your sub-contractors or employees, the Commission will, unless the damage is promptly made good by you, negotiate with Mr. and Mrs. Edenfield for the damages they have sustained and will deduct the amount thereof from that due on your contract.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er

cc: General Casualty Company of America
General Insurance Building
Seattle, Washington

cc: General Casualty Company of America
209 S.W. 4th Avenue, Portland, Ore.

cc: Mansfield & Company
302 Lewis Building, Portland, Ore.

cc: H. B. Glaisyer, Secretary ✓
State Highway Commission

COVENANT NOT TO SUE

RECITALS:

I

On January 16, 1953, Glen R. Edenfield and Letha V. Edenfield, husband and wife, were the owners of a tract of land abutting upon the relocated Newport-Toledo section of the Corvallis-Newport Highway, which said tract of land is more particularly described as follows, to wit:

> A tract of land lying in Sections 10 and 11, T. 11 S., R. 11 W., W.M., in Lincoln County, Oregon, more particularly described as follows: All that portion of the land described in that certain deed from Charles W. Howry et al to Glen R. and Letha V. Edenfield, husband and wife, recorded in Volume 130, page 87 of Deed Records of Lincoln County, lying southerly of the existing Newport and Toledo State Highway, except that portion heretofore conveyed to State of Oregon by and through its State Highway Commission by deed dated March 29, 1952, and recorded April 3, 1952, in Volume 151 of Deed Records, page 86.

II

On January 16, 1953, there occurred an earth movement, landslide or mud flow in an earth fill constructed in the right of way of said relocated Newport-Toledo section of the Corvallis-Newport Highway between Stations 137+50 and 140+50 which flowed over and upon the property of Glen R. Edenfield and Letha V. Edenfield, as described above, with such force and violence that their personal property and improvements located thereon were lost and destroyed and rendered the real property valueless.

III

Glen R. Edenfield and Letha V. Edenfield, husband and wife, have made claim against The State of Oregon, by and through its State Highway Commission, for their damages and loss as aforesaid and have agreed to accept a compromise settlement, and to that end have agreed to convey to The State of Oregon, by and through its State Highway Commission, the property hereinbefore described and accept the sum of Twelve Thousand Seven Hundred ($12,700.00) Dollars as full settlement for the loss and damages as aforesaid, and to covenant not to sue the said State of Oregon, its State Highway Commission, its officers or employees.

NOW, THEREFORE, in consideration of the premises as aforesaid, we, Glen R. Edenfield and Letha V. Edenfield, husband and wife, do for ourselves, our heirs and assigns, and upon the payment of Twelve Thousand Seven Hundred ($12,700.00) Dollars, receipt of which is hereby acknowledged, hereby covenant to and with The State of Oregon, by and through its State Highway Commission, to forever forego bringing any suit in equity or action at law against The State of Oregon, its State Highway Commission, or its officers or employees, of any nature whatsoever arising out of any and all known and unknown damages, including property or personal injury resulting from, or in any way connected with, that certain earth movement, landslide or mud flow which occurred on January 16, 1953, as aforesaid, and that these presents may be pleaded as a defense to any action or other proceeding which may be brought, instituted or taken by either, or both of us, our heirs or assigns, in breach of this covenant.

We, Glen R. Edenfield and Letha V. Edenfield, husband and wife, for ourselves, our heirs and assigns, do hereby assign, set over and transfer to The State of Oregon, by and through its State Highway Commission, all rights of action or otherwise to us accrued or hereafter to accrue, against any and all persons or corporations for damages to person or property arising out of the earth movement, landslide or mud flow which occurred as aforesaid.

Glen R. Edenfield
Letha V. Edenfield

STATE OF OREGON,)
) ss.
County of LINCOLN)

On this 4TH day of FEBRUARY, 1953, personally came before me, a notary public ______ in and for said county and state, the within named GLEN R. EDENFIELD and LETHA V. EDENFIELD, his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

Robert L. Byrum

My commission expires April 1, 1956

~~Form~~ PR 2 (Revised 1946)

State Oregon
Project No. BF-150(4)

Federal Aid Bond Issue

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of January, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of May, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of six hundred five thousand and 00/100 dollars ($605,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 492, Oregon Laws 1951, viz.:
(Include date and citation of act of legislature by which authorized)

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 15+00 in Newport and survey station 293+00 in the NW 1/4, Section 7, T. 11 S., R. 10 W., W.M., without exception, length 5.265 miles, in Lincoln County, being Oregon Federal Aid / Bond Issue project No. BF-150(4), consisting of 5.208 miles of roadway and four bridges, each of more than 20 feet clear span, 0.057 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of six hundred five thousand and 00/100 dollars ($605,000.00), which does not exceed the authorized Federal pro rata share of one million, fifty-three thousand, nine hundred sixty-seven and 53/100 dollars ($1,053,967.53), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

By ____________________
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By ____________________
Member, State Highway Commission
(Title of officer)

By ____________________
(Title of officer)

By ____________________
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED

RECEIVED

Oregon State Highway Department

Federal Aid Project
No. BF-150 (4)

NEWPORT-TOLEDO SECTION OF THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 17, 1952

Type Code 6201
Two Lane Roadway (Inside City of Newport) (Sta. 15+00 to 26+78.21)

All Required		Clearing and Grubbing (05%)		$ 6,400.00
390	cu. yds.	Structural Excavation, Unclassified	$ 6.00	2,340.00
4,880	cu. yds.	General Excavation, Unclassified	0.32	1,561.60
196,000	yd. stas.	Short Overhaul	0.02	3,920.00
1,650	C-yd. stas.	Long Overhaul	0.60	990.00
0.22	mile	Finishing Roadbed and Slopes	1,000.00	220.00
50	lin. ft.	12-inch Concrete Pipe	1.96	98.00
110	lin. ft.	18-inch Concrete Pipe	3.54	389.40
240	lin. ft.	36-inch Extra Strength Concrete Pipe	10.75	2,580.00
880	cu. yds.	3" - 0 Rock in Base	3.45	3,036.00
280	cu. yds.	3/4" - 0 Rock in Base and Shoulders	3.50	980.00
40	M-gals.	Sprinkling	2.00	80.00
0.22	mile	Preparation of Base	300.00	66.00
30	cu. yds.	3/4" - 0 Rock in Binder Course	4.35	130.50
5	tons	RC-3 Asphalt in Binder Course	45.00	225.00
630	tons	Class "B" Asphaltic Concrete	8.20	5,166.00
4	tons	RS-1 Emulsified Asphalt in Seal Coat	47.50	190.00
20	cu. yds.	Aggregate in Seal Coat	6.50	130.00
			Subtotal	$28,502.50
			10% Engr. & Cont.	2,850.25
			Total	$31,352.75

Length of Roadway 0.223 mile
Cost per Mile $140,595.29

Type Code 6201
Two Lane Roadway (Outside City) (Sta. 49+00 to Sta. 115+00) (Sta. 166+00 to 293+00)

All Required		Clearing and Grubbing (70%)		$ 89,600.00
8,800	sq. yds.	Removal of Pavement	$ 1.00	8,800.00
2,140	cu. yds.	Structural Excavation, Unclassified	6.00	12,840.00
340	cu. yds.	Trench Excavation, Unclassified	4.00	1,360.00
593,920	cu. yds.	General Excavation, Unclassified	0.32	190,054.40
779,000	yd. stas.	Short Overhaul	0.02	15,580.00
14,550	C-yd. stas.	Long Overhaul	0.60	8,730.00
3.60	miles	Finishing Roadbed and Slopes	1,000.00	3,600.00

13,000	lin. ft.	Rounding Cutbanks	$ 0.20	$ 2,600.00
70	lin. ft.	84-inch Corrugated Metal Pipe	52.95	3,706.50
1,900	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	1.70	3,230.00
6,050	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.30	13,915.00
120	lin. ft.	8-inch Metal Drain Pipe, Coated	2.20	264.00
80	lin. ft.	12-inch Concrete Pipe	1.96	156.80
600	lin. ft.	18-inch Concrete Pipe	3.54	2,124.00
230	lin. ft.	36-inch Concrete Pipe	9.60	2,208.00
900	lin. ft.	18-inch Extra Strength Concrete Pipe	3.92	3,528.00
410	lin. ft.	24-inch Extra Strength Concrete Pipe	5.57	2,283.70
730	cu. yds.	3/8" - 0 Backfill in Drains	6.00	4,380.00
17,000	cu. yds.	3" - 0 Rock in Base	3.45	58,650.00
5,240	cu. yds.	3/4" - 0 Rock in Base and Shoulders	3.50	18,340.00
810	M-gals.	Sprinkling	2.00	1,620.00
3.60	miles	Preparation of Base	300.00	1,080.00
490	cu. yds.	3/4" - 0 Rock in Binder Course	4.35	2,131.50
80	tons	RC-3 Asphalt in Binder Course	45.00	3,600.00
10,500	tons	Class "B" Asphaltic Concrete	8.20	86,100.00
44	tons	RS-1 Emulsified Asphalt in Seal Coat	47.50	2,090.00
270	cu. yds.	Aggregate in Seal Coat	6.50	1,755.00

Subtotal	$544,326.90
10% Engr. & Cont.	54,432.69
Total	$598,759.59

Length of Roadway	3.598 miles
Cost per Mile	$166,414.56

Type Code 6201

Three Lane Roadway (Outside City) (Sta. 26+78.21 to 49+00) (Sta. 115+00 to 166+00)

All Required		Clearing and Grubbing (25%)		$ 32,000.00
800	sq. yds.	Removal of Pavement	$ 1.00	800.00
1,970	cu. yds.	Structural Excavation, Unclassified	6.00	11,820.00
20	cu. yds.	Trench Excavation, Unclassified	4.00	80.00
7,000	cu. yds.	Special Borrow Excavation, Unclassified	0.60	4,200.00
395,200	cu. yds.	General Excavation, Unclassified	0.32	126,464.00
951,000	yd. stas.	Short Overhaul	0.02	19,020.00
28,800	C-yd. stas.	Long Overhaul	0.60	17,280.00
1.39	mile	Finishing Roadbed and Slopes	1,000.00	1,390.00
7,000	lin. ft.	Rounding Cutbanks	0.20	1,400.00
310	lin. ft.	24-inch, 10 Gauge, Corrugated Metal Pipe	10.05	3,115.50
2,400	lin. ft.	6-inch, Perforated Metal Drain Pipe, Coated	1.70	4,080.00
3,650	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.30	8,395.00
120	lin. ft.	12-inch Concrete Pipe	1.96	235.20

480	lin. ft.	18-inch Concrete Pipe	$ 3.54	$ 1,699.20
250	lin. ft.	48-inch Concrete Pipe	14.40	3,600.00
700	lin. ft.	18-inch Extra Strength Concrete Pipe	3.92	2,744.00
400	lin. ft.	24-inch Extra Strength Concrete Pipe	5.57	2,228.00
570	cu. yds.	3/8" - 0 Backfill in Drains	6.00	3,420.00
7,320	cu. yds.	3" - 0 Rock in Base	3.45	25,254.00
2,080	cu. yds.	3/4" - 0 Rock in Base and Shoulders	3.50	7,280.00
350	M-gals.	Sprinkling	2.00	700.00
1.39	mile	Preparation of Base	300.00	417.00
240	cu. yd.	3/4" - 0 Rock in Binder Course	4.35	1,044.00
35	tons	RC-3 Asphalt in Binder Course	45.00	1,575.00
5,170	tons	Class "B" Asphaltic Concrete	8.20	42,394.00
22	tons	RS-1 Emulsified Asphalt in Seal Coat	47.50	1,045.00
130	cu. yds.	Aggregate in Seal Coat	6.50	845.00
			Subtotal	$324,524.90
			10% Engr. & Cont.	32,452.49
			Total	$356,977.39

Length of Roadway 1.387 miles
Cost per Mile $257,373.74

Type Code X021
Bridge (Sta. 169+37.5 to 170+12.5)

1,000	lin. ft.	Furnish Treated Piling	$ 2.00	$ 2,000.00
24	only	Drive Piles	65.00	1,560.00
96	cu. yds.	Class "A" Concrete	72.00	6,912.00
26,000	lbs.	Metal Reinforcement	0.12	3,120.00
0.3	M-FBM	Treated Lumber in Place	375.00	112.50
				$13,704.50

Type Code X021
Bridge (Sta. 219+37.5 to Sta. 220+62.5)

1,000	lin. ft.	Furnish Treated Piles	$ 2.00	2,000.00
24	only	Drive Piles	65.00	1,560.00
96	cu. yds.	Class "A" Concrete	72.00	6,912.00
26,000	lbs.	Metal Reinforcement	0.12	3,120.00
0.3	M-FBM	Treated Lumber in Place	375.00	112.50
All Required		Remove Bridge at Station 220+30		2,750.00
				$16,454.50

Type Code X021
Bridge (Sta. 235+02.5 to 235+77.5)

1,120	lin. ft.	Furnish Treated Piling	$ 2.00	$ 2,240.00
24	only	Drive Piles	65.00	1,560.00

96	cu. yds.	Class "A" Concrete	$ 72.00	$ 6,912.00
26,000	lbs.	Metal Reinforcement	0.12	3,120.00
0.3	M-FBM	Treated Lumber in Place	375.00	112.50
				$13,944.50

Type Code X021
Bridge (Sta. 281+67.0 to Sta. 282+42.0)

1,120	lin. ft.	Furnish Treated Piling	$ 2.00	$ 2,240.00
24	only	Drive Piles	65.00	1,560.00
96	cu. yds.	Class "A" Concrete	72.00	6,912.00
26,000	lbs.	Metal Reinforcement	0.12	3,120.00
0.3	M-FBM	Treated Lumber in Place	375.00	112.50
All Required		Remove Bridge at Station 282+10		2,750.00
				$16,694.50

Subtotal	$60,798.00
10% Engr. & Cont.	6,079.80
Total	$66,877.80

Length of Bridges .057 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Inside Newport			
2-Lane Roadway	$ 31,352.75	$ 17,997.00	$ 13,355.75
Outside City			
2-Lane Roadway	598,759.59	343,702.00	255,057.59
3-Lane Roadway	356,977.39	204,912.00	152,065.39
4 Bridges	66,877.80	38,389.00	28,488.80
	$1,053,967.53	$605,000.00	$448,967.53

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, Laws 1939; Chap. 491, laws 1951.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid Project
No. BF-150 (4)

NEWPORT-TOLEDO SECTION OF THE
OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 7, 1952

Type Code 6201
Two-Lane Roadway (Inside City of Newport) (Sta. 15+00 to 26+73.21)

All Required		Clearing and Grubbing (05%)		$ 4,500.00
390	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,170.00
4,880	cu. yds.	General Excavation, Unclassified	.38	1,854.40
196,000	yd. stas.	Short Overhaul	.015	2,940.00
1,650	C-yd. stas.	Long Overhaul	.50	825.00
0.22	mile	Finishing Roadbed and Slopes	600.00	132.00
50	lin. ft.	12-inch Concrete Pipe	2.50	125.00
110	lin. ft.	18-inch Concrete Pipe	3.50	385.00
240	lin. ft.	36-inch Extra Strength Concrete Pipe	12.00	2,880.00
880	cu. yds.	3" - 0 Rock in Base	2.85	2,508.00
230	cu. yds.	3/4" - 0 Rock in Base and Shoulders	3.00	840.00
40	M-gals.	Sprinkling	2.75	110.00
0.22	mile	Preparation of Base	200.00	44.00
30	cu. yds.	3/4" - 0 Rock in Binder Course	4.25	127.50
5	tons	RC-3 Asphalt in Binder Course	42.00	210.00
630	tons	Class "B" Asphaltic Concrete	6.00	3,780.00
4	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	176.00
20	cu. yds.	Aggregate in Seal Coat	5.50	110.00
			Subtotal	$ 22,716.90
			10% Engr. & Cont.	2,271.69
			Total	$ 24,988.59

Length of Roadway	0.220 mile
Cost per Mile	$113,584.50

Type Code 6201
Two-Lane Roadway (Outside City) (Sta. 49+00 to Sta. 115+00) (Sta. 166+00 to 293+00)

All Required		Clearing and Grubbing (70%)		$ 63,000.00
8,800	sq. yds.	Removal of Pavement	$ .75	6,600.00
2,140	cu. yds.	Structural Excavation, Unclassified	3.00	6,420.00
340	cu. yds.	Trench Excavation, Unclassified	2.50	850.00
593,920	cu. yds.	General Excavation, Unclassified	.38	225,689.60

779,000	yd. stas.	Short Overhaul	$ .015	$ 11,685.00
14,550	M-yd. stas.	Long Overhaul	.50	7,275.00
3.60	mile	Finishing Roadbed and Slopes	600.00	2,160.00
13,000	lin. ft.	Rounding Cutbanks	.15	1,950.00
70	lin. ft.	84-inch Corrugated Metal Pipe	40.00	2,800.00
1,900	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	3,800.00
6,050	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.25	13,612.50
120	lin. ft.	8-inch Metal Drain Pipe, Coated	2.00	240.00
80	lin. ft.	12-inch Concrete Pipe	2.50	200.00
600	lin. ft.	18-inch Concrete Pipe	3.50	2,100.00
230	lin. ft.	36-inch Concrete Pipe	10.00	2,300.00
900	lin. ft.	18-inch Extra Strength Concrete Pipe	4.25	3,825.00
410	lin. ft.	24-inch Extra Strength Concrete Pipe	5.50	2,255.00
730	cu. yds.	3/8" - 0 Backfill in Drains	4.50	3,285.00
17,000	cu. yds.	3" - 0 Rock in Base	2.85	48,450.00
5,240	cu. yds.	3/4" - 0 Rock in Base and Shoulders	3.00	15,720.00
810	M-gals.	Sprinkling	2.75	2,227.50
3.60	miles	Preparation of Base	200.00	720.00
490	cu. yds.	3/4" - 0 Rock in Binder Course	4.25	2,082.50
80	tons	MC-3 Asphalt in Binder Course	42.00	3,360.00
10,500	tons	Class "B" Asphaltic Concrete	6.00	63,000.00
44	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	1,936.00
270	cu. yds.	Aggregate in Seal Coat	5.50	1,485.00
			Subtotal	$499,028.10
			10% Engr. & Cont.	49,902.81
			Total	$548,930.91
		Length of Roadway	3.598 miles	
		Cost per Mile	$152,565.56	

Type Code 6201

Three-Lane Roadway (Outside City) (Sta. 26+78.21 to 49+00) (Sta. 115+00 to Sta. 166+00)

All Required		Clearing and Grubbing (25%)		$ 22,500.00
800	sq. yds.	Removal of Pavement	$ .75	600.00
1,970	cu. yds.	Structural Excavation, Unclassified	3.00	5,910.00
20	cu. yds.	Trench Excavation, Unclassified	2.50	50.00
7,000	cu. yds.	Special Borrow Excavation, Unclassified	1.25	8,750.00
395,200	cu. yds.	General Excavation, Unclassified	.38	150,176.00
951,000	yd. stas.	Short Overhaul	.015	14,265.00
28,800	M-yd. stas.	Long Overhaul	.50	14,400.00
1.39	miles	Finishing Roadbed and Slopes	600.00	834.00

7,000	lin. ft.	Rounding Cutbanks	$ .15	$ 1,050.00
310	lin. ft.	24-inch, 10 gauge, Corrugated Metal Pipe	9.00	2,790.00
2,400	lin. ft.	6-inch, Perforated Metal Drain Pipe, Coated	2.00	4,800.00
3,650	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.25	8,212.50
120	lin. ft.	12-inch Concrete Pipe	2.50	300.00
480	lin. ft.	18-inch Concrete Pipe	3.50	1,680.00
250	lin. ft.	48-inch Concrete Pipe	15.00	3,750.00
700	lin. ft.	18-inch Extra Strength Concrete Pipe	4.25	2,975.00
400	lin. ft.	24-inch Extra Strength Concrete Pipe	5.50	2,200.00
570	cu. yds.	3/8" - 0 Backfill in Drains	4.50	2,565.00
7,320	cu. yds.	3" - 0 Rock in Base	2.85	20,862.00
2,080	cu. yds.	3/4" - 0 Rock in Base and Shoulders	3.00	6,240.00
350	M-gals.	Sprinkling	2.75	962.50
1.39	miles	Preparation of Base	200.00	278.00
240	cu. yds.	3/4" - 0 Rock in Binder Course	4.25	1,020.00
35	tons	SC-3 Asphalt in Binder Course	42.00	1,470.00
5,170	tons	Class "B" Asphaltic Concrete	6.00	31,020.00
22	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	968.00
130	cu. yds.	Aggregate in Seal Coat	5.50	715.00
			Subtotal	$311,343.00
			10% Engr. & Cont.	31,134.30
			Total	$342,477.30
		Length of Roadway	1.387 miles	
		Cost per Mile	$246,919.46	

Type Code X021
Bridge (Sta. 169+37.5 to Sta. 170+12.5)

1,000	lin. ft.	Furnish Treated Piling	$ 1.60	$ 1,600.00
24	only	Drive Piles	60.00	1,440.00
96	cu. yds.	Class "A" Concrete	65.00	6,240.00
26,000	lbs.	Metal Reinforcement	.12	3,120.00
0.3	M-FBM	Treated Lumber in Place	400.00	120.00
				$ 12,520.00

Type Code X021
Bridge (Sta. 219+87.5 to Sta. 220+62.5)

1,000	lin. ft.	Furnish Treated Piles	$ 1.60	$ 1,600.00
24	only	Drive Piles	60.00	1,440.00
96	cu. yds.	Class "A" Concrete	65.00	6,240.00

26,000	lbs.	Metal Reinforcement	$ .12	$ 3,120.00
0.3	M-FBM	Treated Lumber in Place	400.00	120.00
All Required		Remove Bridge at Station 220+30		1,000.00
				$ 13,520.00

Type Code X021
Bridge (Sta. 235+02.5 to 235+77.5)

1,120	lin. ft.	Furnish Treated Piling	$ 1.60	$ 1,792.00
24	only	Drive Piles	60.00	1,440.00
96	cu. yds.	Class "A" Concrete	65.00	6,240.00
26,000	lbs.	Metal Reinforcement	.12	3,120.00
0.3	M-FBM	Treated Lumber in Place	400.00	120.00
				$ 12,712.00

Type Code X021
Bridge (Sta. 281+67.0 to Sta. 282+42.0)

1,120	lin. ft.	Furnish Treated Piling	$ 1.60	$ 1,792.00
24	only	Drive Piles	60.00	1,440.00
96	cu. yds.	Class "A" Concrete	65.00	6,240.00
26,000	lbs.	Metal Reinforcement	.12	3,120.00
0.3	M-FBM	Treated Lumber in Place	400.00	120.00
All Required		Remove Bridge at Station 282+10		1,000.00
				$ 13,712.00

Subtotal	$ 52,464.00
10% Engr. & Cont.	5,246.40
Total	$ 57,710.40

Length of Bridges .057 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Inside Newport			
2-Lane Roadway	$ 24,988.59	$ 15,520.00	$ 9,468.59
Outside City			
2-Lane Roadway	548,930.91	340,931.00	207,999.91
3-Lane Roadway	342,477.30	212,706.00	129,771.30
4 Bridges	57,710.40	35,843.00	21,867.40
	$974,107.20	$605,000.00	$369,107.20

NEWPORT TOLEDO SECTION

Project No. HF-150 (4)

While negotiation for rights of way are in progress, six parcels have not been acquired but it is now believed that all necessary rights of way or rights of entry can be made fully available within eighteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 9, 1952

RECEIVED
FOR FILING

RF 154(6)

2741

November 13, 1952

Mr. David M. Spiegel
Lenske, Spiegel, Spiegel and Martindale
Attorneys at Law
Lawyers Building
Portland, Oregon

Re: State of Oregon
v.
Roy E. Olson, et al
L-1847

Dear Mr. Spiegel:

Your letter of October 29, 1952, and signed by your co-counsel, Mr. L. Leonard Krause, has been received and is hereby acknowledged.

As you know, your clients, Mr. and Mrs. Roy E. Olson, are now residing on property which is under condemnation for right of way for the Newport-Toledo Section of the Corvallis-Newport Highway. Following the filing of the condemnation action, the Commission awarded a contract for the construction of said highway and the contractor has proceeded on schedule and in compliance with the said contract.

In order to construct the said highway according to plan, it was necessary for the contractor to make a forty-foot cut opposite your client's present residence. The contractor proceeded with his work in conformity with the law which permits the Commission to take possession of property under condemnation for the purposes for which the same is being appropriated.

It has been brought to my attention by the Resident Engineer in Newport that your clients' house now rests on the South bank at the edge of the said forty-foot cut. He has informed me that in order to prevent the said South bank of the cut from caving in or sliding, and thereby demolishing the said house, it is necessary for the contractor to immediately round off the top of the said bank. Your clients, however, have constantly refused to permit the contractor to take possession of the right of way property for that purpose. The Engineer has further informed me that as the situation now stands, every possibility exists that within the immediate future a slide or cave in may occur on the South bank of the cut and, of course, if this should happen while your clients are in their house or in the slide area they would be engulfed in the slide and, as a result, may be seriously injured or killed.

Frankly, Mr. Spiegel, we have done everything possible to inform you, as well as your clients, of the seriousness of the situation, and our employees on the project have informed the Olsons of the danger that exists, and, of course, your clients have undoubtedly seen the slide that occurred opposite their home on the week end of November 9, 1952.

On October 14, 1952, Mr. Charles Peterson, an Assistant Attorney in our Legal Department, notified your clients, as well as yourself, by registered mail, of the danger of a slide, and requested your clients to move to a safer location. Since your clients did not move, our Legal Department requested the Circuit Court of Lincoln County to issue an order permitting us to have immediate possession of the property on which your clients reside. It is my understanding that the Court has now indicated that it will issue an order permitting us to have immediate possession of the property in question. Mr. F. C. McKinney, who handled the motion, has informed me that while in Toledo he advised you and Mr. Krause, as well as the Court, of the seriousness of the situation, and requested you, in the interest and safety of your clients' lives, to advise them to move to another location.

Mr. McKinney also, on November 1[illegible], 1952, forwarded a Western Union telegram to your clients, advising them of the danger that exists from a slide, and requesting them to move from their present house.

We have, in addition, offered to deposit in Court for the use and benefit of the defendants in the condemnation proceeding the sum of $10,000.00, which sum will constitute an advance in payment of the judgment to be entered when the case is tried, and as soon as the voucher can be properly prepared, this sum will be deposited in Court.

It is obvious that your clients have not heeded our continued warnings, and it is my thought that perhaps you, as one of their attorneys, could prevail upon them to take cognizance of the danger that exists, if for no other reason than to prevent possible permanent injury and even death as a result of a slide. Personally, I believe that the Highway Department has done everything possible under the circumstances to advise your clients of the situation, in order to prevent a possible catastrophe.

In conclusion, I am, therefore, requesting you to advise your clients of the seriousness of this situation, and further requesting you to advise them that, for their own safety, they should immediately remove themselves, as well as their personal property, from their present residence. I wish to formally inform you that if your clients continue to reside in their present house, they will do so at their own risk, after having been fully advised of the danger that exists, both in person and through their attorneys, and.must, therefore, bear the entire risk and consequences of their acts.

Yours very truly,

R. M. BALDOCK
State Highway Engineer

FCMc:sth
cc: Mr. and Mrs. Roy E. Olson
Mr. L. Leonard Krause
Mr. Ben R. Chandler
Mr. Charles E. Reynolds
Mr. M. K. McIver

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Indexed
Alphabetically

R

Olson, Roy E.

November 1, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Dear Mr. Chandler:

With reference to the letter sent to you under date of October 29 by Attorney Leonard Krause of Newport, which had reference to the obtaining possession of a house occupied by Mr. and Mrs. Olson on property that has been condemned for the building of the new highway between Newport and Toledo, advise that Mr. Miller, Assistant Counsel, is taking steps to have the Olsons evicted from the property. I have asked him to reply to you directly, advising you of the steps that he is taking to this end.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. Fred A. Miller

(Letter to Mr. Chandler attached to Mr. Miller's copy. Attached letter to Mr. Baldock is identical except for second line of first paragraph.)

R

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

1859

OREGON STATE HIGHWAY COMMISSION
OFFICE OF M. K. McIVER
225 S. W. BROADWAY
PORTLAND 5, OREGON

October 31, 1952

NOTED
State Highway Engineer

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sam:

Enclosed is letter I received today from L. Leonard Krause, Attorney, in regard to the Roy E. Olson matter. I presume Mr. Enfield is taking care of the answering of this.

Yours truly,
M.K.M.
M. K. McIver

MKM/f
Enc.

(Enclosure referred to
Mr. Fred [illegible])

EIVED
NOV 3 1952
STATE ENGINEER

R

L. LEONARD KRAUSE
ATTORNEY AND COUNSELOR AT LAW
NEWPORT, OREGON

October 29, 1952.

By Registered Mail

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon.

Dear Mr. Baldock:

Re: State Highway Commission
vs. Roy E. Olson, et al

This letter is addressed to you in your individual capacity as the person who is Highway Engineer of the State of Oregon.

As you know, the Corvallis-Newport Highway is under construction in Lincoln County. One of the land owners over whose property the right-of-way for the highway passes is Roy E. Olson and Jennie E. Olson. Their residence and home is on this property.

Condemnation proceedings have been filed by the State Highway Commission against Mr. and Mrs. Olson in Lincoln County, and those proceedings are pending.

Under date of October 14, 1952, Mr. C. W. Enfield, Chief Counsel of Oregon State Highway Department, by his assistant, Charles Peterson, directed a letter to Mr. and Mrs. Olson with a copy to myself, as their counsel, demanding possession of their home from them, and stating that construction was going to be carried forward and that their home was so close to or on the site of such operation that "the making of the cut necessary for the construction of the highway across the property .... will result in danger of damage to the house and any occupants due to the possibility of earth slides and other causes," and they were warned to move.

It is a fact that at the present time construction is being carried on in the immediate area of Mr. and Mrs. Olson's residence.

Demand is hereby made of you individually to take such steps as are within your power to direct that this source of danger to the lives and limbs of Mr. and Mrs. Olson be immediately removed. You are informed that this work is at present being carried on and that at all hours of the day or night, some human being will be in that home or close by those premises and that whatever may foreseeably cause harm to the individual in the home or immediately by it, may in fact cause harm to them.

R

If there are legal proceedings existing, by which the State can remove the Olsons from their home, such steps should be taken. But the thought of pushing them off the premises with bulldozers and road-graders is abhorant to the American idea of justice.

We urge your co-operation and are sending similar letters to the Chairman and members of the State Highway Department.

Very truly yours,

DAVID SPIEGEL and
L. LEONARD KRAUSE
Attorneys for Roy E.
and [illegible] C. Olson

By L Leonard Krause

ll:rr

c.c. Mr. C. W. Enfield
Chief Counsel
Oregon State Highway Commission
Salem, Oregon.

RECEIVED
OCT 30 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
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FOR FILING

BF-150(4)

3741

1)

October 3, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1, covering the installation of vertical sand drains on the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County, Contract No. 3741, in connection with Federal Aid Project No. BF-150 (4).

This work is necessary to stabalize the foundation for high fills. This is a portion of the anticipated drainage work which was provided for as an anticipated item in the contract authorization.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DSP:mlr

Encl.

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FOR FILING
FORM E-90X 25M 6-51 90116

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OF-152(1)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1952 21-1030

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
Department

C
O
P
Y

Dear Sir:

Herewith a bill from Raymond C. Gellatly for drilling a well on the Olsen property on the Newport-Toledo Section of the Corvallis-Newport Highway.

A State Force Order was issued for the drilling of this well at $5.50 per foot, which included the casing. The first hole was drilled to a depth of 87 feet and no water was encountered. A different location was then decided upon and a well drilled to a depth of 23 feet and a good flow of water was obtained.

You will note on the face of the bill that the 23-foot well is charged out at $5.50 per foot, which includes the casing, and the 87-foot hole at $3.50 per foot. It was determined that the cost of the casing was $2.00 per foot. Therefore, we recommend allowing Raymond C. Gellatly $3.50 per foot for this dry hole.

Yours very truly,

J. D. Walker
Division Engineer

JDW:AM

RECEIVED
SEP 16 1952
FOR FILING

September 12, 1952

The Pacific Telephone & Telegraph Company
Portland, Oregon

Attention: Mr. J. F. Quirk
District Plant Engineer

Gentlemen:

This is your authority to bill the State Highway Commission for the cost of rearranging your Corvallis-Newport line in the vicinity of highway Station 30+30, your poles 50-16 and 50-18. This includes temporary work during the construction and permanent work after construction, which is estimated to cost $1,400 after allowing due credit for salvage and depreciation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Mr. H. G. Smith
Mr. J. D. Walker

FORM E-20X 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

21-1030

~~Salem, Oregon~~
September 9, 1952

SUBJECT:

To:
Mr. H. G. Smith,
Construction Engineer,
Department.

Dear Sir:

On the Newport-Toledo Section of the Newport-Corvallis Highway at Station 30+30, the Pacific Telephone and Telegraph Company have a crossing which has been in operation since 1928. As this was on newly acquired right of way, it would appear that it would be our obligation to assume the cost of moving this line.

On account of the topography at this location, it was deemed advisable to place a temporary cable underground until completion of the work. Upon completion of the work, the temporary cable will be removed and a permanent installation made. The telephone company estimates this cost at about $1,400.00. Mr. Huntley has made a study of the change and advises that he believes their plan and estimate to be reasonable.

I am inclosing a copy of Mr. Quirk's letter, which has reference to this matter. If you consider this advisable, I recommend that a letter be given the Pacific Telephone and Telegraph Company authorizing them to bill the Highway Commission for the work involved.

Yours very truly,

J. D. Walker,
Division Engineer.

JDW:AM

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

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JUL 11 1952
FOR FILING

3741

July 9, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 7, 1952 on Contract No. 3741, Newport-Toledo Section, in connection with Federal Aid Project No. BF-150 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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FOR FILING

3741

June 30, 1952

McNutt Bros.
351½ E. Broadway
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3741, which was awarded to you on June 2, 1952 by the State Highway Commission, covering the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

File

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FOR FILING

COPY

CF-150(4)

3741

D. B. AMBLER

LINCOLN COUNTY ENGINEER

Newport, Oregon

June 16, 1952

Oregon State Highway
Salem
Oregon

Gentlemen:

Statement for subdivision of Section 10., T.11 S., R.11W., W.M. as requested in your letter of April 1, 1952

total ------- $975.00

/s/ D. B. Ambler

D. B. Ambler
County Surveyor

note: Please mail check to

D. B. Ambler
199 S.W. Smith Dr.
Newport, Oregon

Original to
H. G. Smith

RECEIVED
AUG 7 1952
FOR FILING

3741

AGENDA
JUL 10 1952

4.y

June 2, 1952

McNutt Bros.
351 1/2 East Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 27th accepted your proposal for grading and paving and construction of five bridges on the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County, for the sum of $963,787.30, and awarded contract No. 3741 to you subject to clearance of right of way matters and concurrence by the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

md
Enc.

cc - W. M. Franzen
H. G. Smith
S. H. Probert
G. S. Paxson
Goldie Lewis

S + C

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 2, 1952
4:10 p.m.

McNutt Bros.
351 1/2 East Broadway
Eugene, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for the Newport-Toledo Section of Corvallis-Newport Highway in Lincoln County for which you submitted low bid on May 27. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

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1952
FOR FILING

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT

BF-150(4)

June 2, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-150(4), Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County, we hereby concur as of this date in award of contract to McNutt Bros. of Eugene, Oregon, low bidder in the amount of $963,787.30 at the May 27, 1952 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By Arthur F. Bester
ARTHUR F. BESTER
Highway Engineer

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2941

June 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence is requested in the award today of contract for grading, paving and bridge construction on the Newport-Toledo Section of the Corvallis-Newport Highway in Lincoln County, Project BF-150 (4), to McNutt Bros. of Eugene, Oregon, on the basis of the bid of $963,787.30 submitted by them on May 27, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:tp

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FORM E-30 25M 1-52 55419

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

June 2, 1952
Salem, Oregon

SUBJECT: Newport-Toledo Section
Corvallis-Newport Highway
Lincoln County

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

All right of way has been secured or placed under condemnation for the Newport-Toledo project in Lincoln County.

Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:jb

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JUN 3 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
2
FOR FILING
OREGON DISTRICT

[illegible] (4)

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BF 150(4)

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 9, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-150(4), Newport-Toledo Section of the Corvallis-Newport Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Please forward the usual executed copies of the encroachment resolution by the city council of Newport.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
1952
FOR FILING

May 5, 1952

Mr. L. C. Brayton
City Recorder
Newport, Oregon

Dear Sir:

Enclosed are three copies of a standard form of grade resolution covering grade changes on N. E. Olive Street from a point between Washington and Eads Streets to the easterly city limits. Also enclosed are sheets 1, 2A, and 3 of the Newport-Toledo Section of the Corvallis-Newport State Highway upon which the elevations described on page 2 of the resolution are shown in orange (see sheet 3).

Oregon law requires that consent of the governing body of the interested municipality be obtained before the Highway Commission may change the grade of a city street over which a state highway is routed. The grade changes covered by the resolution are in connection with the proposed Newport-Toledo Section of the Corvallis-Newport State Highway, bids on which are planned to be received at the May Highway Commission meeting.

Please present this resolution to the City Council and, if approved, return two copies signed by the Mayor and City Recorder. As a contract cannot be awarded until the signed resolution is in our hands, it would be appreciated if the two copies could be mailed so as to arrive in Salem prior to May 19.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

JFH:MM
cc: John W. Cattrall
C. W. Enfield

FORM E-30 25M 3-51 47196

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

[illegible]

Enclosed is a suggested letter to Mr. Brayton, City Recorder of Newport, together with three copies of a grade resolution and one copy of sheets 1, 2A, and 3 of the Newport-Toledo Section plans for enclosure. A copy of the resolution and plans is also enclosed for the general files and for the Legal Department.

Also enclosed is a return envelope for use by the city if you wish to forward it to the city with the resolution.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

RECEIVED
MAY 7 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RESOLUTION

WHEREAS, State Highway No. 33 of the State of Oregon, known as the Corvallis-Newport Highway, is routed through the City of Newport, Lincoln County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

> **N. E. Olive Street from highway engineer's survey station 15+00, a point approximately 180' westerly from the center line of Eads Street, easterly to the east boundary of the City of Newport, a distance of 0.22 mile.**

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

DESCRIPTION OF CENTER LINE FINISHED GRADE (U.S.G.S. DATUM)
CORVALLIS-NEWPORT STATE HIGHWAY NO. 33 (N. E. OLIVE STREET)
NEWPORT-TOLEDO SECTION
CITY OF NEWPORT

Beginning at an elevation of 160.54' at a point on the center line of the Corvallis-Newport State Highway (N. E. Olive Street) approximately 180' westerly (when measured along the center line of said highway) from the center line of Eads Street; thence continuing along the center line of said highway as follows: To an elevation of 161.66' at the center line of Eads Street; thence to an elevation of 163.91' at the center line of Baird Street; thence to an elevation of 163.97' at a point which is approximately 10' easterly (when measured along the center line of said highway) from the center line of Baird Street; thence to an elevation of 170.27' at the center line of Easley Street; thence to an elevation of 181.14' at the easterly city boundary.

And, WHEREAS, under the provisions of the laws of the State of Oregon, the Highway Commission is given jurisdiction over streets taken over for state highway purposes, but, before the grade of any such street as the same may have been maintained by the City or Town is changed, consent to such grade change must be given by the governing body of the interested municipality.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Newport, Lincoln County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described hereinabove and which are traversed by State Highway No. 33 of the State of Oregon, known as the Corvallis-Newport Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as described hereinabove, are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and maintain the said streets in accordance with said grade changes.

In consideration of the aforesaid construction by the State Highway Commission, the city hereby agrees to adopt such additional resolutions, ordinances or procedures as may be necessary or proper to effect the change of grade and provide for the improvement and maintenance of said streets.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and maintenance.

Passed by the Common Council of the City of Newport, Lincoln County, Oregon, this 10 day of May, 1952.

Attest:

L C Brayton
City Recorder

J E Gellery
Mayor

RECEIVED FOR FILING
Oregon
P 7 [illegible] (4)
3741

Cross Referenced To:
Coast
[illegible]
[illegible]

U. S. Highway 20 Association

Travel Oregon's Shortest East-West Route ● From the Rocky Mountains to the Pacific Ocean

James M. Howes, Secretary
Newport, Ore.

Frank Updike, President
Toledo, Oregon

Boise
Caldwell
Nyssa
Vale
Burns
Bend
Sisters
Sweet Home
Lebanon
Albany
Corvallis
Philomath
Toledo
Newport

3166 15 April 1952

TED
State Highway Engineer

Mr. Ben Chandler, Chairman
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Chandler:

At the time of our recent appearance before the Commission on March 14th we were given to understand that purchase of right of way between Newport and Toledo was much behind schedule, that there were then eighteen hold-outs, and that under circumstances it appeared a real possibility that construction could not start this year.

As I believe you know, this was a real shock to us. We had from the first been ready and willing to help out in any way we could and had already exerted efforts in one or two cases we knew about in advance. Up to the date of the Commission meeting we had no information that an emergency existed.

As you may recall, we at that time requested to be informed as to who were included in the list of hold-outs. This information was given us on March 20th, when Mr. Byrum left on my desk a list of nine (not eighteen). The reduction in number was encouraging.

To date we can report that every "problem" on the list has been called on. In each case our committee man has been accompanied by a friend or acquaintance of the property owner, someone in which we knew he had confidence. In cases where values were involved, we were able to offer free services of local appraisers of their own choosing. Citizens of our two communities, from the Mayors down, have volunteered their time and effort to help out. It has been brought home to these people that the problem is not simply one between them and the Highway Department, but one in which the whole community is involved, and we do want the road to be built.

We have kept Mr. Byrum informed. In our opinion he has been doing as good a job under the circumstances and in the time allowed as is humanly possible.

To date, according to our information, the list of nine has been reduced to seven, and we understand two more are close to final stage of satisfactory negotiation.

This in brief is our report. We are praying for that road.

Yours truly,

James M. Howes

James M. Howes, Secretary

Copy to R.H.Baldock

gon U. S. Highway 20 Association

Annual Meeting & Banquet

At the Hotel Benton, Corvallis
Thursday, 24 April, 1952

☆ ☆ ☆

- Starts—

4:30 p.m.—Business Session
—County Delegations
—Reports & Elections
—Road Conference
—Construction
Speaker: R. H. Baldock, Chief Hwy. Eng.
—Travel Promotion
Speaker: Carl W. Jordan, Mgr. State Travel Promotion Bureau

- Continues—

6:30 p.m.—Social Hour
—Relax & Enjoy your US20 Neighbors, "from Boise to the Sea"

- Continues—

7:30 p.m.—Banquet & Program
—Food & Fellowship
—Distinguished Guests
—Entertainment Numbers
—Guest Speaker: Walter May, "earnest, able, entertaining"

Support US20, Oregon's Great Central Highway
It Serves You and All of Oregon.

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[illegible]
3741

April 1, 1952

Mr. Bruce Ambler
County Surveyor
Toledo, Oregon

Dear Sir:

In order to complete the acquisition of rights of way on the Newport-Toledo Section it is necessary to have the following corners established by the County Surveyor:

All four corners S½ NE¼ Section 10, T. 11 S.,
R. 11 W., W. M.
All four corners NE¼ SE¼ Section 10, T. 11 S.,
R. 11 W., W. M.

Please establish these corners and furnish us with a plot showing bearing and distances between these corners.

This is your authority to submit the bill for this work to the State Highway Department, Salem.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Mr. H. G. Smith

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 31st, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

One of the subdivisions crossed by the survey of the Newport-Toledo Section was laid out in 1884 without a definite initial point or definite ties to the section corners and cannot be reconciled with our ties to the adjacent corners or with the owners' ideas of the blocks and lots which they own. It is necessary to have the County Surveyor establish the corners and lines bounding this property, and after obtaining these, it is our ideal to institute condemnation proceedings by an over and across description through the entire subdivision and ask the Court to adjudicate the award to the various property owners within the subdivision. The attorneys may figure some better way to effect payment, but the definite legal establishment of the boundary lines to the whole addition would appear necessary whatever method is decided upon to effect payment.

Will you please forward the attached letter to the County Surveyor.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

VED

OR FILING

[illegible]

3741

March 19, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of March 13, concerning the culvert at Station 150/40 of the Toledo-Newport Project.

The metal to be used in this culvert is 10-gage, which is in accord with the recommendations published in the Armco handbook.

In specifying the 24-inch diameter for the pipe, we have given consideration to the point mentioned in the letter from your Division Office. An 18-inch pipe would provide adequate water carrying capacity as has been demonstrated by the 18-inch culvert which carries the same stream under the existing highway. The 24-inch size will provide the excess space required for threading with a smaller size if such threading should at any time become necessary.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

March 13, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Culvert at station 150+40
Toledo - Newport Section

Dear Sir:

Reference is made to your letter dated March 7, 1952.

The Division Office has commented as follows on the proposed installation:

> "We have no objection to the use of the 24" metal culvert pipe, however no gage of the pipe was mentioned in the correspondence and we would like to know what is proposed to qualify as extra strength. In this connection gages published in the Armco handbook are satisfactory as a guide for culverts under high fills.
>
> If it has not already been considered by the State we suggest that the following be called to their attention.
>
> Under very high fills we believe it is good practice, and good insurance, to specify a larger pipe than considered necessary so that if anything does happen to the pipe another pipe may be threaded through it. This is our recommendation but we will not insist upon it being followed."

NOTED
W. C. WILLIAMS

Please advise as to the gage of pipe to be used. In connection with the Division Office's suggestion that a larger pipe than is considered necessary be specified in such cases, it might be well to mention in your reply, that, as we understand it, an 18" pipe is satisfactorily serving in this location now.

E. H. Probert

When these points have been clarified, it appears that proposed installation will be acceptable.

Very truly yours,

C. G. POLK
District Engineer

By W. H. Schwiesow

W. H. SCHWIESOW
Highway Engineer

EIVED
1952
FOR FILING

March 7, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Culvert at Station 150+40,
Toledo-Newport Section

Herewith three prints from our Drawing 10224, which is the vicinity map for a culvert at Station 150+40 on the Toledo-Newport Section of the Corvallis-Newport Highway. The embankment height over this culvert is approximately 75 feet. The culvert has been placed in the slope of the side hill outside of the soft bottom ground and will be trenched in to a depth of between 12 and 14 feet, which represents a perfect trench condition. While we know that your general instructions are that, under embankments of this height, box culverts should be used, we ask your approval for this installation for a 24-inch extra-strength corrugated metal culvert pipe.

The smallest concrete box culvert that it is practicable to build and remove the forms is a 3' x 3' culvert. The estimated cost of this culvert is:

Concrete	115 cubic yards	at $65.00	$ 7,475
Metal reinforcement	21,325 pounds	0.12	2,560
			$10,035

In contrast to this the 24-inch corrugated metal culvert pipe is estimated to cost: 300 linear feet at $7.00 = $2,100, or a difference in cost of $7,935. These costs are exclusive of the trench excavation, which would be the same in either case.

In installing the pipe, we will use an uncompacted backfill for the first 3 feet of fill above the pipe, and in this trenched condition stresses should not be excessive.

In the interests of economy, we ask your approval of this proposal.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
Attached
cc G. S. Paxson
E. G. Smith
S. H. Probert

OR FIL
FORM E-30X 25M 11-50 44702

34

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1952

SUBJECT:

To: Mr. John W. Cattrall
Engineer, County and City Relations
Office

Dear Sir:

In connection with the acquisition of right of way on the Newport - Toledo Section it is noted that many streets are shown in plotted areas which have never been opened to public use. It is the request of Mr. Williams that action be taken to have these streets officially closed so that we will not be embarrassed by requests for opening at some future date.

Mr. Eason has made a report of the streets which he recommends be closed, and I am attaching hereto copy of the map and a copy of Mr. Eason's report pertaining thereto.

Will you please take the necessary steps to obtain the closure of these streets. If this office can be of any further assistance to you in this matter, please advise.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
Forrest Cooper

ASSIGNMENT.

No. 2166
By

uary 30, 1952

cription: Forrest Cooper's letter of January 28 re Toledo-Newport project, and in particular the closing of streets

Acknowledged by _____ Referred to __Smith ✓________

Investigate and report with recommendation
xxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply PLEASE RETURN TO
Please prepare for ________W. C. WILLIAMS__ signature

Assignment executed 2-8-52 Report received ________

Remarks: Cattrall Will help on this.
WCW

FORM E-30 25M 9-51 52915

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS

January 28, 1952
Salem, Oregon

SUBJECT: Toledo-Newport project

To: W. C. Williams
Ass't. State Highway Engineer
Office

We are now starting the acquisition of the Toledo-Newport line and I note on the map that there are numerous streets in platted areas that cross our center line. While most of these streets have never been opened I believe that some action should be taken to insure that no embarrassment would arise at some future time due to the fact that they have not been officially closed.

The purpose of this letter is to call this matter to your attention.

Forrest Cooper
Right of Way Engineer

FC:mmh

W. C. WILL

VED

OR FILING

[illegible] (4)

[illegible]41

Salem, Oregon
December 27, 1951

Mr. W. C. Williams

The Highway Commission approves the making of a reconnaissance survey on the Corvallis-Newport Highway for ten miles, as shown on the last agenda.

R. H. Baldock

RHB:hi

IVED
FOR FILING

[illegible] 50 (4)

2041

Cross Referenced To:
Coast
Surveys
Recon.

October 23, 1951

NOT
W. C. WILLIAMS

Mr. James M. Howes
Secretary
Oregon U. S. Highway 20 Association
Newport, Oregon

Dear Mr. Howes:

We have in this office the carbon copy of your letter of October 19, 1951 addressed to Mr. Ben Chandler, Chairman of the State Highway Commission, and in which you request confirmation concerning your project on US 20 between Newport and Toledo.

The Highway Commission at its meeting on October 11 and 12, 1951 approved the survey and authorized acquisition of rights of way on the Newport-Toledo Section. It is planned to receive bids on this project as soon as the right of way has been acquired.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By:

Floyd Query
~~Assistant~~ Secretary
Acting

FQ:ls
cc: Mr. Ben R. Chandler

egon

U. S. Highway 20 Association

Travel Oregon's Shortest East-West Route ● From the Rocky Mountains to the Pacific Ocean

James M. Howes, Secretary
Newport, Ore.

Frank Updike, President
Toledo, Oregon

Boise
Caldwell
Nyssa
Vale
Burns
Bend
Sisters
Sweet Home
Lebanon
Albany
Corvallis
Philomath
Toledo
Newport

19 Oct. 1951

Mr. Ben Chandler, Chairman
Oregon State Highway Commission
Salem, Ore.

Dear Mr. Chandler:

Doubting Thomases down here, not having seen any mention in Portland papers that our Highway 20 project was approved at the recent Commission meeting, have been questioning our veracity.

Now comes your press release of Oct. 16th, still avoiding the subject.

For the benefit of our immediate public relations, and if it's not asking too much, we would indeed appreciate receiving written confirmation.

Thanking you in anticipation,

Yours truly,

James M. Howes

cy. R.H.Baldock

ED

FIL

#-141

September 28, 1951

Mr. James M. Howes, Secretary
U. S. Highway 20 Association
Newport, Oregon

Dear Mr. Howes:

I have just received your letter of September 20, 1951 requesting an appointment with the State Highway Commission at its next meeting regarding the improvement of the Newport-Toledo Section of the Corvallis-Newport Highway.

The Highway Commission will be pleased to grant you a hearing on this subject. Its next regular meeting is scheduled to be held in Portland on Thursday and Friday, October 11 and 12, 1951. Delegations will be heard on the second day, Friday the 12th, on which day I have reserved fifteen minutes of time for your convenience, starting at 11:15 a.m. This meeting of the Commission will be held as usual in the Green Room on the first floor of the Imperial Hotel.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
cc: Commissioners
R.H. Baldock

egon

AGENDA
OCT 11 1951

U. S. Highway 20 Association

Travel Oregon's Shortest East-West Route ● From the Rocky Mountains to the Pacific Ocean

James M. Howes, Secretary
Newport, Ore.

Frank Updike, President
Toledo, Oregon

Boise
Caldwell
Nyssa
Vale
Burns
Bend
Sisters
Sweet Home
Lebanon
Albany
Corvallis
Philomath
Toledo
Newport

3744

27 Sept. 1951

Mr. H.B. Glaisyer, Secretary
State Highway Commission
Salem, Ore.

Dear Mr. Glaisyer:

We understand that formal approval of survey and authorization of purchase of right of way, Newport to Toledo, will be on agenda of next meeting of the Commission. In that case we desire to be heard and would appreciate a time as late in the forenoon as may be arranged.

Please confirm at your early convenience.

Yours truly,

James M. Howes

James M. Howes, Sec.

11:15 AM
Oct 12. 51

REFERRED TO
Mr Baldock
BY SECRETARY

as per your request

ANSWERED
H. B. GLAISYER

REFERRED TO
Glaisyer

Had talk with him
He merely wishes to [illegible]
[illegible]
Advise him of time please

NOTED
H. B. GLAISYER

OREGON

U. S. HIGHWAY 20 ASSOCIATION

27 Sept. 1951

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Ore.

Dear Mr. Glaisyer:

We understand that formal approval of survey and authorization of purchase of right of way, Newport to Toledo, will be on agenda of next meeting of the Commission. In that case we desire to be heard and would appreciate a time as late in the forenoon as may be arranged.

Please confirm at your early convenience.

Yours truly,

/s/ James M. Howes
James M. Howes, Sec.

COPY

ED
1951
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Cross Referenced To:
Coast
Surveys
Recon.

September 25, 1951

2893

Mr. O. C. Starwood
Star Route E
Newport, Oregon

Dear Sir:

Governor McKay has referred to me your letter of September 8 having reference to the so-called Bay route between Newport and Toledo.

We have known of this route for many years and gave it careful consideration a long time ago. Our studies indicated that by reason of the long distance it is not feasible as a through highway route. The relocated highway between Newport and Toledo has a total distance of 6.25 miles. This compares with a distance of 13 miles by the so-called Bay route, which means that the Bay route is 6.75 miles longer, and this added distance, for the large amount of traffic using this important highway, would result in prohibitive additional cost to the road user.

You mention the added cost of constructing the new route direct from Toledo to Newport over that of the Bay route. Our estimates indicate that the cost of constructing the shorter route is $200,000 cheaper than the cost of constructing the Bay route. On the direct route the total cost is estimated at $1,200,000 for the 6.25 miles. We are, at the present time, planning to construct 5.27 miles at an estimated cost of $1,000,000.

The estimated cost of the Bay route for satisfactory alignment and gradients is $1,400,000. It would indeed be an error to spend $200,000 more for a line twice as long.

The Bay route is suitable for a local road serving the local area but is not suitable as a state highway route.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Governor McKay
Lincoln County Leader
Mr. Williams

Williams

Waller's report went to you yesterday

Libby

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 20th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Herewith please find Mr. Waller's report on cost of highway along the river between Toledo and Newport. In this connection the worth of cost of one mile of distance saved or added is calculated to be about $2,000,000 as follows:

The minimum average daily traffic between Toledo and Newport is 2,265 vehicles. This may be expected to increase to an average for 30 years of 3,794 vehicles per day. We may also assume that the average weight of these vehicles is 3.16 tons. Then the total tonnage travelling one mile would be 3,794 x 365 x 3.16 or 4,376,000 ton miles. It is calculated that the cost of operating a vehicle is $0.0236 per mile. At this rate the annual cost of one mile of distance is 4,376,000 times $0.0236 or $103,274. This capitalized at 3% amounts to $103,274 divided by .051, the amount necessary to amortize $1.00 in 30 years at 3 percent. This amounts to $2,024,980 per mile.

In other words, it would be worth over $2,000,000 to shorten the distance by one mile or conversely every mile added costs the same amount.

The added distance is about 6.5 miles, so theoretically a highway along the river would cost $13,000,000. Actually, of course, no such cost would accrue, simply for the reason that the bulk of the traffic would still continue to use the old road and so would not be subject to the loss incurred by travelling the new.

From observation on the ground it appears to me that a road along the river, although of little impostance as a state highway, still would be useful and desirable for the County. At present the road is entirely adequate from Newport to Yaquina for such county traffic, and the remainder of about 8.5 miles could be improved at a probable cost of 300 or $350,000; $75,000 of this should go for a new bridge across Depot Slough.

Very truly yours,

H W Libby

H. W. Libby
Chief Locating Engineer

HWL:AR
Enc.

5.9 = 200, 1.7
1,200

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon.
Sept. 20-1951.

SUBJECT: Letter of Sept. 8 by O.C. Stanwood of Newport regarding road from Newport to Toledo.

To:

Mr. W.C. Williams,
Assistant State Highway Engineer.

NOTED
W. C. WILLIAMS

Dear Sir :-

On Tuesday Sept. 18, 51, Mr. Libby and I looked over the Yaquina Bay route of the Newport-Toledo section of the Corvallis-Newport Highway.

In my report of January 1948 I stated that on account of the extra distance this route was not worth considering.

The present road from S.W. Fall and First Streets in Newport has a water grade for 12.1 miles. It then runs on higher elevation along the sidehill for one mile and crossing Depot Slough on a trestle and the Southern Pacific branch line at grade connects to the Corvallis-Newport Highway in Toledo. This total distance is 13.3 miles.

From Newport to Yaquina, a distance of 4.6 miles, the road has an oiled surface approximately 16 feet wide. Considerable investigation would need to be made to determine how to connect to the Oregon Coast Highway in Newport. From memory of the previous reconnaissance it would probably follow the abandoned railroad grade and come into N.E. Olive Street as at present.

Dikes have been built around the abandoned railroad trestles. The total length, approximately 0.45 mile, is merely a crooked detour road, would have no value if this were a state highway. The railroad alignment would be followed requiring fills to be made where the old trestles are. Also the outside would require rip rap.
A new trestle, at least 300 feet in length, would be necessary across Depot Slough.

The distance by this route is twice that of the new located line. The cost of construction is greater. And as through travel would still continue to use the existing highway it would add one more highway to the state system.

YAQUINA BAY ROUTE-NEWPORT TO TOLEDO.

Following is a rough estimate of what it would cost to improve the present road to a standard highway of 38 feet width at subgrade :-

Grading, 4.6 miles at $25,000 mile	$115,000
Grading including rip rap,0.4 mile at $60,000	24,000
Widening present railroad grade,7.25 miles at $40,000	290,000
New sidehill grading,1 mile at $150,000	150,000
Drainage,including tide gates	25,000
Depot Slough trestle, 300 lin.ft.at $250	75,000
Surfacing, 4.6 miles at $30,000	138,000
Surfacing, 8.65 miles at $50,000	432,500
Total	$1,249,500
+12½%	156,200
Total	$1,405,700

Very truly yours,

J. F. Waller

J.F.Waller,Loc.Engr.

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 12th, 1951

SUBJECT:

To: Mr. Forrest Cooper
Right of Way Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

When we were discussing the Newport-Toledo Section in Toledo the other day one of the abstractors told me that the Banfield property near Otter Crest is being sold, and suggested that it would be easier to acquire the necessary right of way now than after the transaction has been completed.

You have the description for this property, #4242, in your files, and I suggest you enter into negotiations for it. I presume the abstractor at Toledo would know who is handling the sale and all the particulars.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

cc to: W. C. Williams

DOUGLAS McKAY
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

September 11, 1951

Williams
Please prepare
answer to
this.

Mr. O. C. Stanwood
Star Route E
Newport, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Stanwood:

Your letter of September 8th and the enclosed editorial from the Lincoln County Leader dated September 6th are being referred to Mr. R. H. Baldock, State Highway Engineer, so that the suggestions contained in them may come to the attention of the members of the State Highway Commission.

COPY

I shall be glad to discuss this subject with Mr. Baldock at the first opportunity, but in the meantime I am sending the letter and editorial to him so that he may have the comment available for presentation to the Commission. I shall be interested in learning of the reaction of the Commission to the proposal to use the water-level bay road for the new section from Toledo to Newport in the rebuilding of the highway in that vicinity.

Very truly yours,

Governor

DM:FS

cc - Mr. R. H. Baldock

RECEIVED
SEP [illegible] 1951
STATE HIGHWAY COMMISSION

C
O
P
Y

Newport, Ore.
Sept. 8-51

Gov. Douglas McKay
Salem, Ore.

Dear Sir:

I am enclosing an Editorial from the Lincoln Co. Leader, which in these times of high taxes should hit the heart of all tax payers.

The Editor has hit the nail on the head as the highway 20 should go on a water level grade from Toledo to Newport and as he says the grade is already established only needs widening as the Old railroad went to Yaquina from there to Newport the road is already widened and oiled and I am giving Judge Gilkey credit for doing that. Our new county court are just a bunch of Drones.

When this Highway 20 was first proposed I commenced fighting for the bay route but Baldock came out and said he did care what the road cost as long as it was straight no wonder our taxes are getting higher & higher with such men as Baldock for State Highway Engineers.

Judge Gilkey widened and oiled the road from Newport to Yaquina between four and five miles that would leave only eight miles to be widened and oiled as the actual distance by the bay route is thirteen miles if the Lincoln Co. people were to vote on the routes taken I am sure it would go the Bay Route, there is nothing wrong with the Bay Route it senic water level with five miles already hard surfaced and widened the old Railroad trussels have been eliminated when the Dykes were constructed three years ago and the road bed was put on the Dykes by all means use your influence to put Highway 20 on the bay route.

Please take this up with our County Representatives if it will save one million in expenses it should be worth while and I believe it would save one and a half.

Yours truly,

(sgd) O. C. Stanwood
Star Rt. E Newport
Oregon

—The Lincoln County Leader, September 6, 1951

LINCOLN County LEADER
LINCOLN COUNTY'S OFFICIAL NEWSPAPER · ESTABLISHED 1939 · LINCOLN COUNTY'S LEADING NEWSPAPER

Entered at Toledo, Oregon, Postoffice as Second Class Matter
Under the Act of March 3, 1897

ELMER R. PRICE, Editor and Publisher

Oregon 1951 NEWSPAPER PUBLISHERS ASSOCIATION

NATIONAL EDITORIAL ASSOCIATION 1951 ACTIVE MEMBER

An Independent Newspaper

Subscription Rates

e Year in Advance $3.00
t of County, per Year 3.50

WHAT'S WRONG WITH THIS ROUTE?

There is something we have been wondering bout for a long time now.

It has to do with road building, economies in road ilding and sensible approaches to problems of road ilding.

And don't misunderstand us. We're not road enneers. We simply ask the question to bring this prosal up for consideration.

Today the state highway commission is surveyg, preparing to buy right-of-ways, and in general anning to "cut" a new road site between Toledo and Newport. It will be designed to eliminate at least a majority of the famous "100 curves" between these two cities. It means that the road must be started from "scratch", a new roadbed laid and much of it over tremendously rough terrain.

Because of this the cost, engineers estimated, would run close to two million ($2,000,000) dollars. By stopping the construction two miles short of Toledo, at the Siletz junction, costs could be trimmed to a million and two or three hundred thousand dollars.

This, however, hardly meets the original objective of the project and it is still tremendously costly.

Now here is the thing we've never been able to understand.

Why has no thought been given by the state highway commission, to using what would seem a far less expensive route to the coast? We're referring to the water-level bay road, already graded, already existing and requiring only widening and surfacing.

True this route would be some miles longer than the existing, circuitious route. And we know that the highway commission wants to cut mileage when new roads are constructed. But the bay road has many advantages which would offset these theories of the commission.

First of all, the problem of grades is eliminated. There would be no costly bulldozing, cutting through hills, hairpin curves, nor would there be more bridging than will be necessary on the new route. All those things cost money. The bay road would require only widening, and the hard surface laid.

In addition, it is by far the most scenic route to the coast. And it would achieve what is now being lost—a route actually linking Toledo and Newport. The new plan of the commission does not bring the new road to Toledo! The bay route would achieve all these things, it seems to us, at far less cost to the taxpayer.

It is something we think the highway commission should give serious consideration.

COMPLETE STOCK
WE'RE WELL SUPPLIED. COME IN

WANT ADS
BUY · SELL · RENT · LEASE · LOAN THRU THE

ASSIGNMENT

No. 2893
By

September 12, 1951

escription: Letter of September 8 by O. C. Starwood of Newport regarding road from Toledo to Newport

Acknowledged by _ _ _ _ _ Referred to _ _ _Waller ✓_ _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature
_ _

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 9-21-51 Report received _ _ _ _ _ _ _ _
mc

Remarks: Do you have any estimate of this "Bay Route"?
WCW

Stark E Newport
Ore

REFERRED TO
[illegible]
State Highway Engineer

Newport Ore
Sept 8-51

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr Baldock
State HighWay Engineer

Dear Sir regarding this HighWay 20 Project Toledo to Newport I am still fighting to have the Highway 20 put on the Bay route while it is Thirteen miles it would be a water level the grade is already established the bay would draw toirsat travel no sharp curves and five miles of the road is already widened and Oiled from Newport to Yaquina the Old. trestlls have been eleminated and the road bed was put on the Dykes which was built three years ago
It is the least expensive of any way to build a road from Toledo to Newport. we have a daily mail on this bay route now
I believe this bay route could be widened and Hard surfaced for less than half the Cost of going thru the mountains

NOTED
W. C. WILLIAMS

Yours Truly
O. C. Stanwood
Star Rte Newport
Ore

VED
FOR FILING

AGENDA
21

D

August 14, 1951

11:30 AM

Mr. James Howes
Box 42
Newport, Oregon

Dear Mr. Howes:

In our telephone conversation a few moments ago, you requested on behalf of the members of the US20 Highway Association the privilege of conferring with the State Highway Commission at its meeting on August 21 in the interests of the Corvallis-Newport Highway (US20). You advise that the group particularly wishes information concerning construction of the section between Toledo and Newport and to urge the Commission to authorize continuation of the surveys easterly from Toledo to Philomath.

This note is simply to confirm the reservation I made you during the fifteen minute period starting at 11:30 a.m. on Tuesday, August 21. The Commission holds its meetings in the Green Room on the first floor of the Imperial Hotel, Portland.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: Commissioners
R. H. Baldock
W. C. Williams

11:30 AM
8/21/51

Phoned 8/17
will not be present
[illegible]

D

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 14, 1951

Mr. James Howes
Box 42
Newport, Oregon

Dear Mr. Howes:

In our telephone conversation a few moments ago, you requested on behalf of the members of the US 20 Highway Association the privilege of conferring with the State Highway Commission at its meeting on August 21 in the interests of the Corvallis-Newport Highway (US 20). You advise that the group particularly wishes information concerning construction of the section between Toledo and Newport and to urge the Commission to authorize continuation of the surveys easterly from Toledo to Philomath.

This note is simply to confirm the reservation I made you during the fifteen minute period starting at 11:30 a.m. on Tuesday, August 21. The Commission holds its meetings in the Green Room on the first floor of the Imperial Hotel, Portland.

Respectfully yours,

HBGlaisyer
Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: Commissioners
R. H. Baldock ✓
W. C. Williams

REFERRED TO
Williams.
By State Highway Engineer

We must go over this location the end of next week. after the Commission meeting.

OREGON STATE HIGHWAY DEPARTMENT
REPORT ON RECONNAISSANCE SURVEY
NEWPORT TO TOLEDO
CORVALLIS-NEWPORT HIGHWAY
LINCOLN COUNTY

J. F. Waller
Locating Engineer

January 1948

In accordance with letter of authority dated September 18th, 1947, a reconnaissance survey has been made from Newport to Toledo to determine future improvement of this section of the Corvallis-Newport Highway. The following report is submitted.

PRESENT HIGHWAY

The present Newport-Corvallis Highway starts at the junction of the Oregon Coast Highway and N. E. Olive Street in Newport and follows city streets to the east city limits at Mile 0.63. On the entire section from Newport to Toledo the alignment is very crooked.

From Mile 0.7 it climbs on eighteen stations of seven percent grade and then with rolling grades more or less follows the top of ridges to Mile 2.5. It then drops on maximum six percent grade to the valley of Beaver Creek at Mile 3.4. Crossing and recrossing Beaver Creek the foothill is followed with very rolling grades to the existing Depoe Slough trestle at Mile 6.578, designated as Point "C". Point "D", the terminal point of this reconnaissance, is near the beginning of the new construction through Toledo.

DESCRIPTION OF PROPOSED ROUTE FROM POINT "A" TO POINT "B"

From the initial Point "A", the present junction with the Oregon Coast Highway, elevation 138, the proposed route continues east on N. E. Olive Street. Curving slightly to the right at the city limits, it runs easterly on a long tangent to Mile 2.1. It then drops on twenty-six stations of six percent grade to the valley of Beaver Creek at Mile 3.0.

From the city limits of Newport to Mile 3.0 there are two and a half miles of heavy grading. A projection was made with more curvature but it appeared to decrease the excavation so little that estimate was made on the alignment as shown on the accompanying map.

Crossing Beaver Creek at Mile 3.14 the northerly edge of the valley is followed to Mile 4. The line then crosses and recrosses the valley in order to obtain good alignment. Point "B", the junction point of an alternate route into Toledo, is at Mile 5.250.

DESCRIPTION OF MAIN AND ALTERNATE ROUTES FROM POINT "B" TO POINT "D"

The main route from Point "B" to Point "D" is the more direct and shorter route into Toledo. Depoe Slough and the logging railroad are crossed with the same structure. Point "D" by this main route is Mile 6.026.

The alternate route from Point "B" to Point "C" continues straight ahead from "B". Point "C" is at the present junction with the Siletz Secondary Highway No. 181. The distance from Point "A" to Point "C" by the present highway is 6.578 miles and by the proposed route A-B-C is 5.444 miles.

From Point "C" to Point "D" the proposed alternate route merely improves the present grades and alignment.

It should be noted that if in future improvement of the Corvallis-Newport Highway there is the possibility of bypassing Toledo to the north, then Point "C" is the logical place to connect to the present highway.

Following is a table of comparative information of the present highway and the proposed route A-B-C.

	Present Highway "A" to "C"	Proposed Route "A" to "B" + "B" to "C"
Actual length in miles	6.578	5.444
Estimated cost of construction	-----	$831,793
Degrees central angle curvature	3788 deg.	343½ deg.
Total number of curves	82	8
Maximum degree of curve	56 deg.	8 deg.
Number of maximum curves	13	1
Maximum central angle one curve	119 deg.	81 deg.
Maximum grade	7%	6%
Length grade 6% or over	57 sta.	26 sta.
Length grade 5% or over	103 sta.	29 sta.
Total rise to east	463 ft.	162 ft.
Total fall to east	582 ft.	280 ft.
Rise and fall on grade 3% or over	395	186
Highest grade elevation	389	300

The proposed route A-B-C would decrease the distance 1.134 miles, eliminate 74 curves and 3444 degrees of curvature and eliminate 31 stations of grade of six percent or over.

RECONNAISSANCE SURVEY - NEWPORT TO TOLEDO.

January 1948.

Following is a table of comparative information of the present highway from "A" to "D" and the route A-B-D and the route A-B-C-D.

	Present Highway "A" to "D"	Proposed Route A-B-D	Proposed Route A-B-C-D
Actual length in miles	7.584	6.026	6.424
Estimated cost of construction	-----	$973,291	$929,968
Degrees central angle curvature	4320 deg.	536½ deg.	662 deg.
Total number of curves	94	10	10
Maximum degree of curve	56 deg.	10 deg.	10 deg.
Number of maximum curves	15	1	1
Maximum central angle one curve	119 deg.	108 deg.	171 deg.
Maximum grade	7%	6%	6%
Length grade 6% or over	61 sta.	26 sta.	26 sta.
Length grade 5% or over	109 sta.	29 sta.	29 sta.
Total rise to east	515 ft.	181 ft.	185 ft.
Total fall to east	635 ft.	301 ft.	305 ft.
Rise and fall on grade 3% or over	419	189	191
Highest elevation of grade	389	300	300

Following is a table of information of the proposed routes by the different sections.

	"A" to "B"	"B" to "D"	"B" to "C"	"C" to "D"
Actual length in miles	5.250	0.776	0.194	0.980
Estimated cost of construction	$817,768	$155,523	$14,025	$98,175
Degrees central angle curv.	343½ deg.	193 deg.	0	318½ deg.
Total number of curves	8	2	0	2
Maximum degree of curve	8 deg.	10 deg.	0	10 deg.
Number of maximum curves	1	1	0	1
Maximum cent. angle one curve	81 deg.	108 deg.	0	171 deg.
Maximum grade	6%	3%	Level	3.39%
Length of 6% grade	26 sta.	0	0	0
Length grade 5% or over	29 sta.	0	0	0
Total rise to east	162 ft.	19 ft.	0	23 ft.
Total fall to east	280 ft.	21 ft.	0	25 ft.
Rise and fall on grade 3% or over	186	3	0	5
Highest elevation	300	37	20	42

RECONNAISSANCE SURVEY - NEWPORT TO TOLEDO. January 1948.

Following is a table of comparative information of the present highway and the alternate route from Point "C" to Point "D".

	Present Highway	Alternate "C" to "D"
Actual length in miles	1.006	0.980
Estimated cost of construction	-----	$98,175
Degrees central angle curvature	532 deg.	318½ deg.
Total number of curves	12	2
Maximum degree of curve	56 deg.	10 deg.
Number of maximum curves	2	1
Maximum central angle one curve	86½ deg.	171 deg.
Maximum grade	6%	3.39%
Length 6% grade	4 sta.	0
Total rise to east	52 ft.	23 ft.
Total fall to east	53 ft.	25 ft.
Rise and fall on grade 3% or over	24	5

STANDARDS AND ESTIMATES

This reconnaissance has been made for a roadbed 38 feet wide. The maximum grade is six percent and the maximum curve is ten degree. Surfacing has been estimated at $30,000 per mile.

All excavation has been estimated as unclassified at $0.40 per cubic yard.

CONCLUSION

To obtain information for this reconnaissance notes were taken from the entire present highway and five miles of chain compass line were run. As it appeared there might be a possibility of a route revising the present highway the topography was platted on a working map on scale one inch equals 200 feet, but as the route over which the compass line was run is so feasible, no other estimate was made from Point "A" to Point "C".

Sheets showing the cost estimates by miles are attached to this report.

Field work began September 23rd, 1947 and was completed October 3rd, 1947.

The river road from Newport to Toledo was also logged by automobile. It is so much longer than the route proposed and would have so many trestle openings that it is not worth considering.

Respectfully submitted,

J. F. Waller
Locating Engineer

R

RECONNAISSANCE SURVEY - NEWPORT TO TOLEDO. January 1948.

SECTION FROM POINT "A" TO POINT "B"

	Mile 1	Mile 2	Mile 3
Clearing and Grubbing	$6,000	$12,000	$16,500
Excavation, Unclassified $0.40 Cu. Yd.	64,000	108,000	120,000
Excavation, Structural $2.50 Cu. Yd.	500	500	500
Overhaul $0.015 Cu. Yd. Sta.	4,500	4,650	6,000
Truckhaul $0.16 Cu. Yd. Mi.	4,000	12,000	9,600
Round Cutbanks $0.13 Lin. Ft.	715	845	780
Finishing $600.00 Mile	600	600	600
Drain Tile $0.55 Lin. Ft.	------	------	275
12" Pipe $2.00 Lin. Ft.	100	200	100
18" Pipe $3.00 Lin. Ft.	1,050	900	1,200
24" Pipe $4.50 Lin. Ft.	------	1,440	2,700
36" Pipe $9.00 Lin. Ft.	1,890	3,780	------
Concrete $55.00 Cu. Yd.	4,125	------	3,850
Steel $0.12 Lb.	1,800	------	1,680
Fence $2,000.00 Mile	1,000	2,000	2,000
Surfacing $30,000.00 Mile	30,000	30,000	30,000
Right of Way	1,000	2,000	3,500
Property Damage	500	------	5,000
Degrees Central Angle Curvature	9	0	125½
Total	$121,780	$178,915	$204,285
+10%	12,178	17,891	20,429
Total	$133,958	$196,806	$224,714

Total from "A", Mile 0, to Mile 3.0 . . . . $555,478

SECTION FROM POINT "A" TO POINT "B" (Continued).

	Mile 4	Mile 5	Mile 5.0 to Mile 5.25
Clearing and Grubbing	$1,500	$1,000	-----
Excavation, Unclassified $0.40 Cu. Yd.	28,000	68,000	6,400
Excavation, Structural $2.50 Cu. Yd.	200	75	50
Overhaul $0.015 Cu. Yd. Sta.	450	3,000	375
Truckhaul $0.16 Cu. Yd. Mi.	4,800	9,120	1,760
Round Cutbanks $0.13 Lin. Ft.	390	325	130
Finishing $600.00 Mile	600	600	150
Drain Tile $0.55 Lin. Ft.	550	550	-----
12" Pipe $2.00 Lin. Ft.	------	100	80
18" Pipe 3.00 Lin. Ft.	750	300	150
24" Pipe $4.50 Lin. Ft.	------	900	-----
36" Pipe $8.00 Lin. Ft.	640	------	-----
Trestle $100.00 Lin. Ft.	3,800	22,800	1,900
Fence $2,000.00 Mile	2,000	2,000	500
Surfacing $30,000.00 Mile	30,000	30,000	7,500
Right of Way	2,000	2,000	1,000
Property Damage	-----	2,000	-----
Degrees Central Angle Curvature	146	33	30
Total	$75,680	$142,770	$19,995
+10%	7,568	14,277	2,000
Total	$83,248	$157,047	$21,995

Total from "A", Mile 0, to Mile 3.0 (Page 5)	$555,478
Total from Mile 3.0 to "B", Mile 5.25	262,290
Total from "A", Mile 0, to "B", Mile 5.25	$817,768

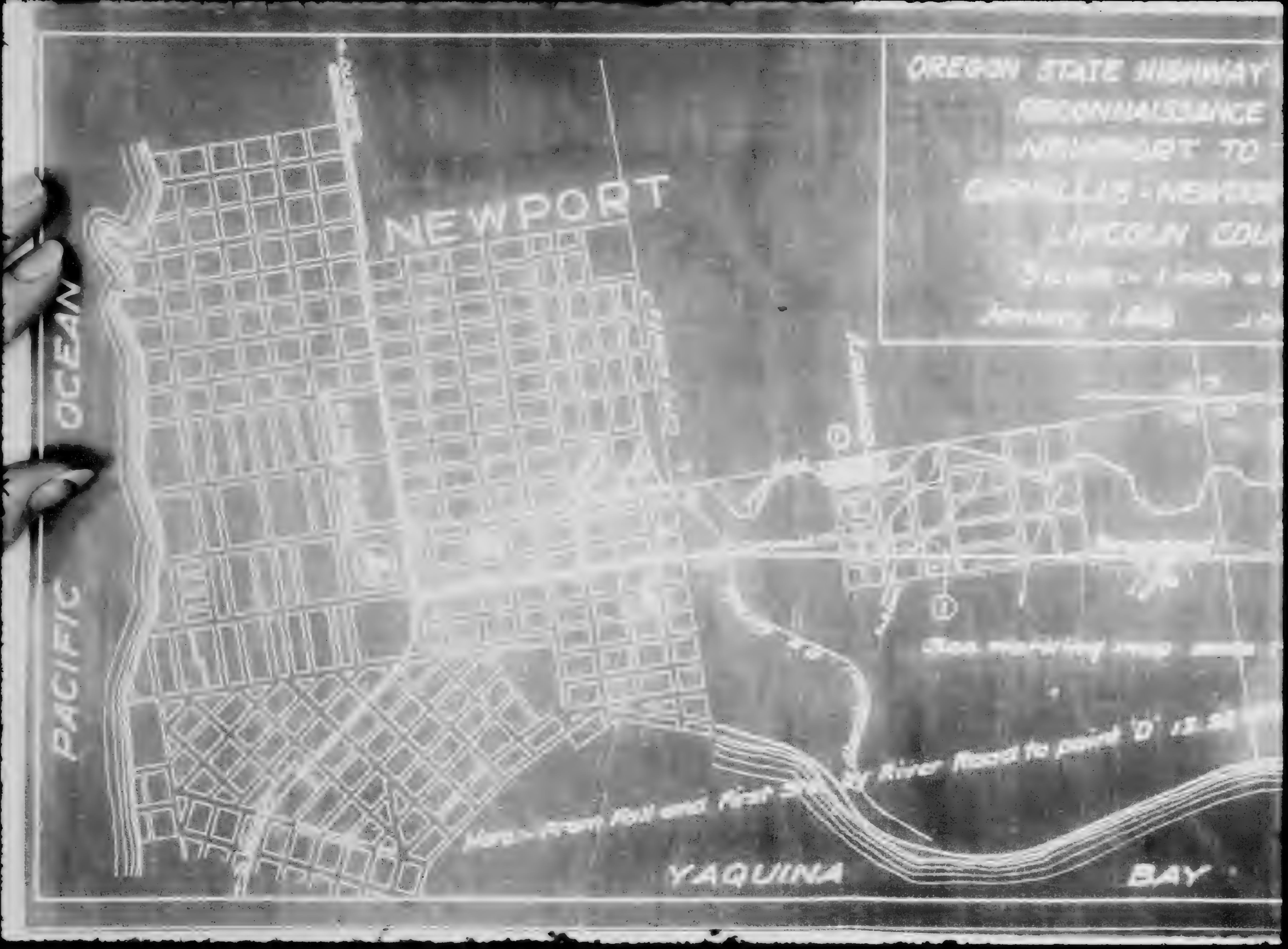
RECONNAISSANCE SURVEY - NEWPORT TO TOLEDO. January 1948.

SECTION FROM POINT "B" TO POINT "D"
SECTION FROM POINT "B" TO POINT "C"
SECTION FROM POINT "C" TO POINT "D"

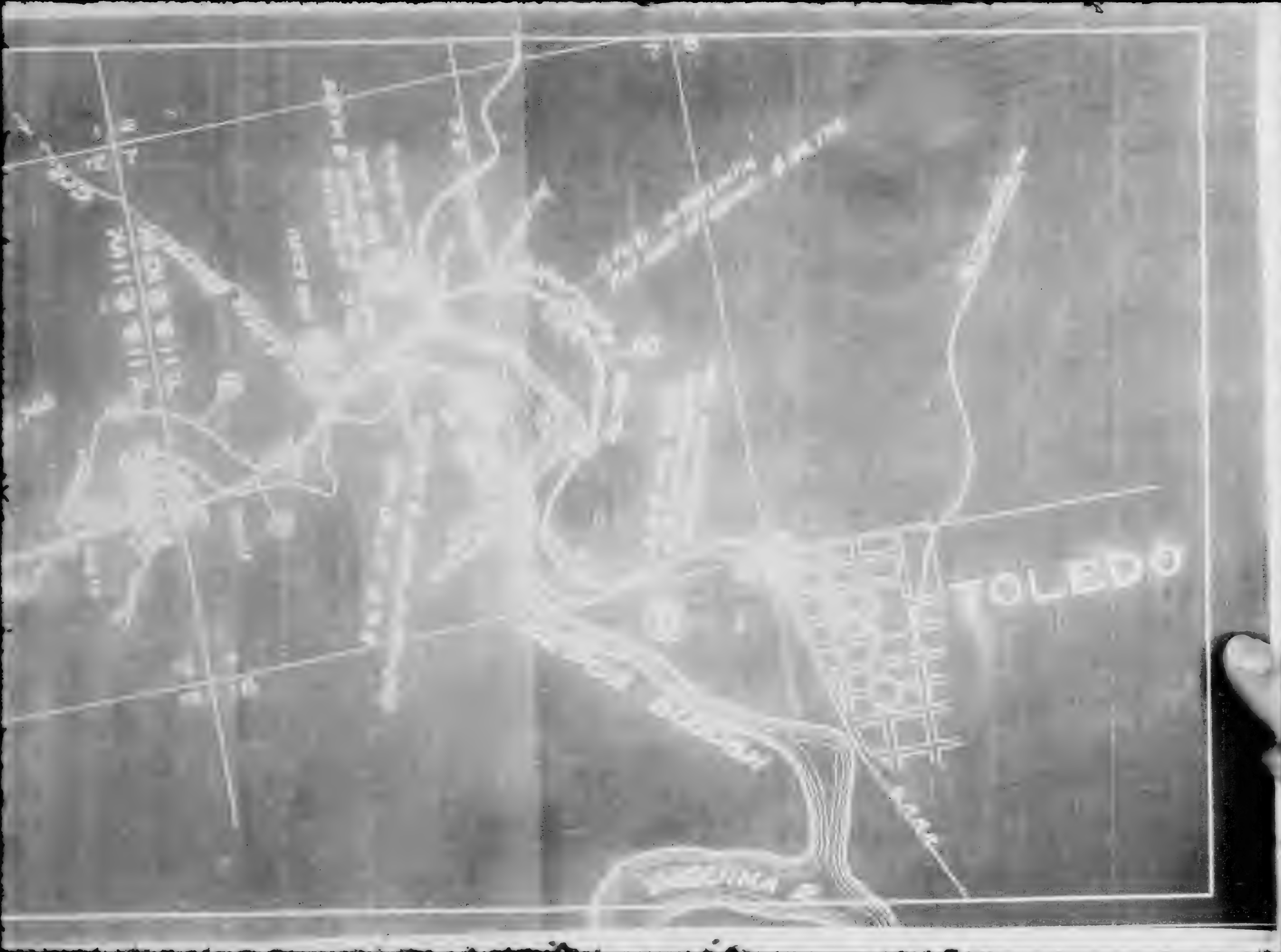
	Main Route	Alternate Route	
	Mile 5.25 to Mile 6.026	Mile 5.25 to Mile 5.444	Mile 5.444 to Mile 6.424
Clearing and Grubbing	-----	$200	$2,000
Excavation, Unclassified $0.40 Cu. Yd.	50,000	5,200	20,000
Excavation, Structural $2.50 Cu. Yd.	50	50	200
Overhaul $0.015 Cu. Yd. Sta.	2,475	600	1,725
Truckhaul $0.16 Cu. Yd. Mi.	3,200	-----	800
Round Cutbanks $0.13 Lin. Ft.	260	65	520
Finishing $600.00 Mile	450	115	590
Drain Tile $0.55 Lin. Ft.	-----	-----	275
12" Pipe $2.00 Lin. Ft.	-----	-----	200
18" Pipe $3.00 Lin. Ft.	450	150	1,140
Bridge $250.00 Lin. Ft.	15,000	-----	-----
Trestle $100.00 Lin. Ft.	35,700	-----	19,000
Fence $2,000.00 Mile	800	300	300
Surfacing $30,000 Mile	21,000	5,820	29,000
Right of Way	2,000	250	3,000
Property Damage	10,000	-----	10,500
Degrees Central Angle Curvature	193	0	318½
Total	$141,385	$12,750	$89,250
+10%	14,138	1,275	8,925
Total	$155,523	$14,025	$98,175

Total from "A", Mile 0, to "B", Mile 5.250 (Page 6)	$817,768
Total from "B", Mile 5.25, to "D", Mile 6.026	155,523
Total Main Route A-B-D.	$973,291
Total from "A", Mile 0, to "B", Mile 5.25	$817,768
Total from "B", Mile 5.25, to "C", Mile 5.444	14,025
Total from "A", Mile 0, to "C", Mile 5.444.	$831,793
Total from "A", Mile 0, to "C", Mile 5.444.	$831,793
Total from "C", Mile 5.444, to "D", Mile 6.424.	98,175
Total from "A", Mile 0, to "D", Mile 6.424.	$929,968

END OF REPORT


OREGON STATE HIGHWAY
RECONNAISSANCE
NEWPORT TO
LINCOLN COU
Scale 1 inch =
January 19
PACIFIC OCEAN
NEWPORT
YAQUINA BAY
Note – From Roll and First St. by River Road to point 'D' 15.38
See marking map

EGON STATE HIGHWAY DEPARTMENT
SURVEY
COUNTY
TYPICAL SECTION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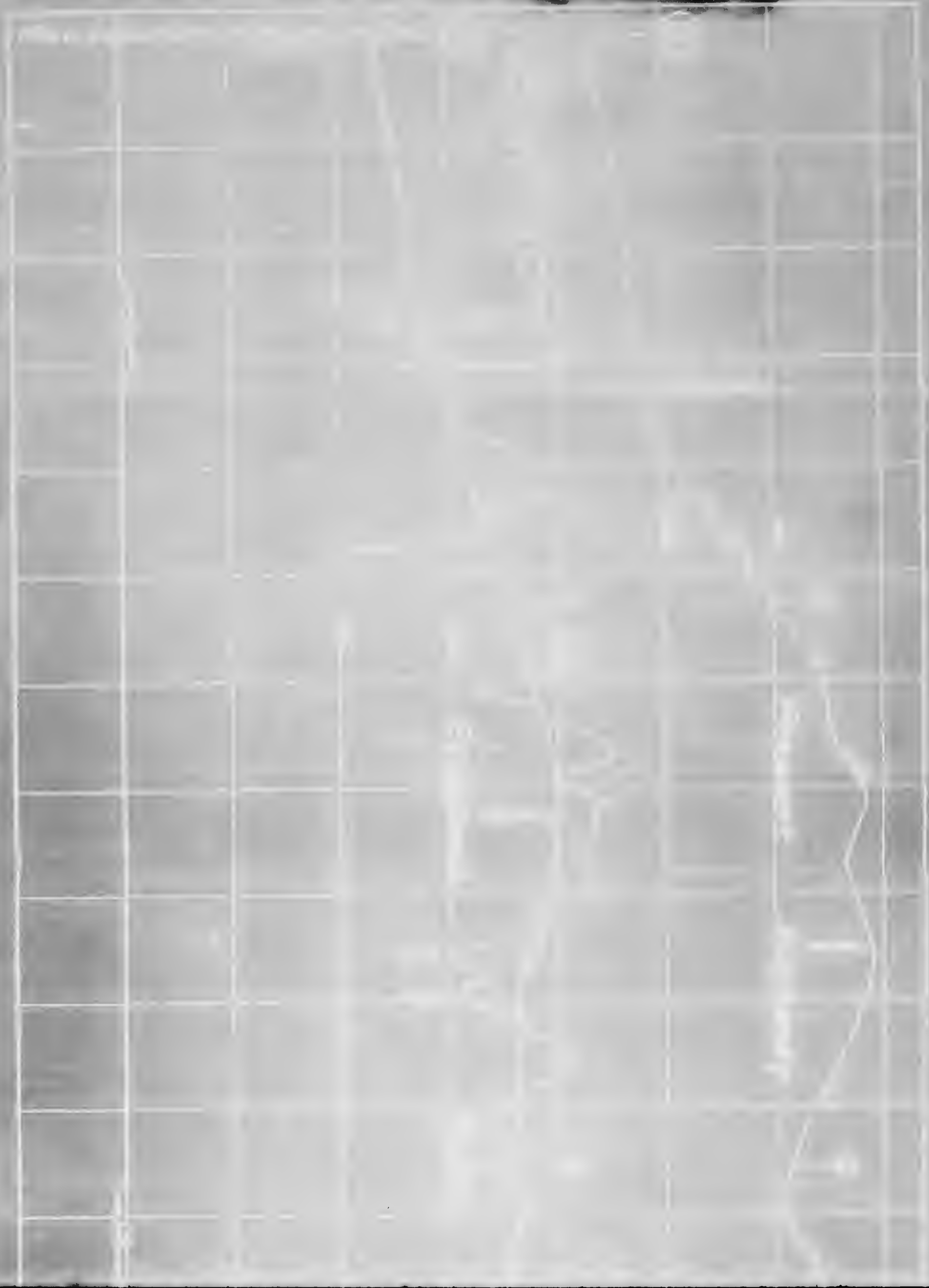
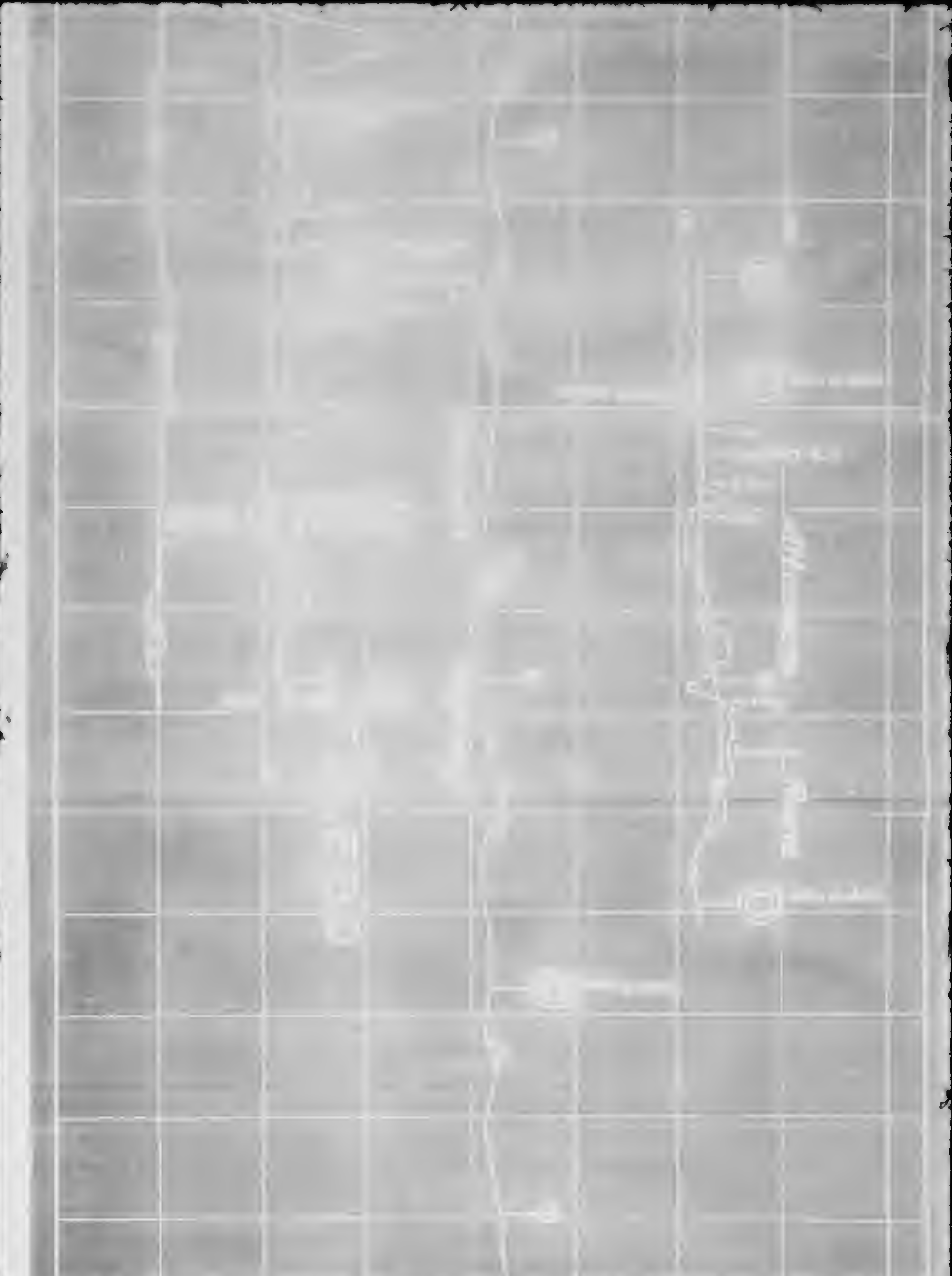
TOLEDO





315-1706 [illegible] & Patent Paving
Projects in the cities of
[illegible] [illegible] and [illegible].

Form A-150 10M 12-52

INVOICE

Oregon State Highway Department

Salem, Oregon

J. F. HAGEMANN

Invoice No. [illegible]

Date March 11, 1953

Your Req. No.

Billing Request No. CC 37

Credit distribution: 315-1706-299

City of Phoenix
Phoenix, Oregon

Attn: Olive B. Richards, City Recorder

Agreed City of Phoenix share 1952 Special City Allotment project costs for paving Rose and First Streets; covered by agreement dated May 27, 1952. City to pay all costs over $15,000.

Advance Deposits		716.56
Final Cost		
Survey	542.54	
Contract Items	13,005.58	
Construction Engineering	605.67	
Total	14,153.79	
Less Agreed State Share	~~14,153.79~~ 15,000.00	
Agreed City Share		none
To be refunded		$716.56

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

Form A-191—

File.

OREGON STATE HIGHWAY DEPARTMENT

Request for Outside Billing

(Or Advice of Cash Transaction)

NOTED
J. F. HAGEMANN

Address invoice to:
City of Phoenix
Phoenix, Oregon

Request No. (assigned by staff engineer or head of division) cc-37

Date 3/9/53

Payer's Order No. (if any)

Attention of Mrs. Olive B. Richards, City Recorder

Department Order No. (if any) (Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Agreed City of Phoenix share 1952 Special City Allotment project costs for paving Rose and First Streets; covered by agreement dated May 27, 1952. City to pay all costs over $15,000.

Itemized Statement:

Quantity	Unit	Description		Unit Price	Amount
		Final Cost			
		Survey	$ 542.54		
		Contract Items	13,005.58		
		Construction Engineering	605.67		
		Total	$14,153.79		
		Less Agreed State Share	$15,000.00		
		Agreed City Share			None

Has payer made payment for this service?

If so, what is amount of payment? $

Has payer made a deposit with the department to guarantee payment? Yes

If so, what is amount of deposit? $ 716.56

Is this a partial or final request for billing?

Have there been any previous requests for billing in connection with this same service? No

If so, give total of all previous requests $

Also give number of last previous request

Credit distribution: 315-1706-299

Submitted by: John F. Hagemann

Approved: Division Engineer

Approved: Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

State Printing

November 14, 1952

Marie L. Fisher
City Recorder
Phoenix, Oregon

Dear Madam:

This is to advise that Contract No. 3742 with United Contracting Co. for grading and paving on the Phoenix (Rose Street) City Street Section was completed September 30, 1952, and accepted by the Highway Commission on October 20, 1952.

Under the terms of the agreement between the City of Phoenix and the State Highway Commission dated April 27, 1952, the City assumes the maintenance of and continues jurisdiction over the above project as of the date of completion, September 30, 1952.

As soon as final costs are available an adjustment on the City's share in the final cost of the project will be made to the City.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

315-1706

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
Nov. 12, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3742	4 Final	The United Contracting Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21064	R 53473	$ 697.65	Nov. 12, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: None

Completion Date: Sep. 30, 1952

Date Accepted: Oct. 20, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-13-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible] 4 1952
a. a. Wikslander

[illegible] ON CARD
11-14-52

RECEIVED
FOR FILING

October 30, 1952

American Surety Co. of New York
725 Yeon Bldg.
Portland 4, Oregon

Attention: Mr. David A. Lewis,
Assistant Manager

Gentlemen:

State highway contract No. 3742 for grading and paving of city streets in Phoenix (Rose St.) and Talent (Pacific Ave.) in Jackson County was completed by the contractor, The United Contracting Co. on September 30, 1952 and was formally accepted by the Highway Commission on October 20, 1952.

Final payment in the amount of $697.65 will be released to the contractor on or after November 10, 1952. The total contract amount is $23,254.96, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, dues, or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD
[illegible]

FORM A-67 5M
STATE PRINTING DEPT.

NOTED
Harold [illegible]

NOTED
CATRALL

OREGON STATE HIGHWAY COMMISSION

REQUEST FOR TRANSFER OR CORRECTION OF COST DISTRIBUTION

FROM: S. H. Probert J. F. HAGEMANN Salem OREGON

TO: ACCOUNTING DIVISION— DATE 10-23-52

PLEASE Transfer (TRANSFER, CORRECT) THE FOLLOWING ITEMS WHICH WERE ORIGINALLY CHARGED ON

Payment to Contractor, Contract No. 3742 (INDICATE NAME OF ORIGINAL DOCUMENT) NO. 4-Final DATE 10-22-52

The United Contracting Company (IF VENDOR'S INVOICE, WRITE NAME AND ADDRESS ON THIS LINE)

QUANTITY	UNIT	DESCRIPTION		CHARGE			CREDIT		
				DISTRIBUTION	AMOUNT		DISTRIBUTION	AMOUNT	
20	Hr.	Blade Grader Work	at $10.00		200	00			
1.46	C.Y.	Structural Excavation, Unclassified	at 5.00		7	30			
17.5	L.F.	8" Concrete Pipe	at 2.00		35	00			
2	Each	Concrete Catch Basins	at 100.00		200	00			
1	Each	Removal of Catch Basin	at 40.00		40	00			
1	Each	Adjustment of Manholes	at 40.00		40	00			
127.0	C.Y.	3/4" - 0 Material in Base and Shoulders	at 4.30		546	10			
7.489	Ton	Furnishing & Placing RS-2 Emulsified Asphalt	at 65.00		486	79			
814.875	Ton	Class "B" Asphaltic Conc.	at 10.50		8,556	19			
23.0	C.Y.	Aggregate in Seal Coat	at 6.00		138	00			
		Subtotal		315-1707-201	10,249	38	315-1706-201	10,249	38
		Engineering ($984.00) 44.1%		315-1707-900	433	94	315-1706-900	433	94
		TOTAL			10,683	32		10,683	32

REASON FOR THIS REQUEST: To transfer to Talent (Pacific Avenue) Section its share of construction and engineering charges for work done under Contract No. 3742.

APPROVED: S. H. Probert DIVISION ENGINEER

APPROVED: STAFF ENGINEER

PREPARED BY: M. C. Hood CLERK

APPROVED: DISTRICT MAINT. SUPT.

RECEIVED
OCT 28 1952
ENGINEER

ENTERED ON JOURNAL VOUCHER NO.:

ENTERED BY:

DATE ENTERED:

RECEIVED
FOR FILING

October 17, 1952

American Surety Company of New York
David A. Lewis, Assistant Manager
725 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to The United Contracting Co. in connection with contract No. 3742, for grading and paving on the Phoenix (Rose St.) and Talent (Pacific Ave.) City Street Sections in Jackson County.

This payment, in the amount of $2,457.37, will be released to the contractor on or after October 27, 1952. The retained percentage is 697.65.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
11-17

Form E-1

315-17

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 27, 1952

Section Phoenix and Talent

Kind of work Grading and Paving

Highway City Streets

Section prefix 315 - 1706

Contractor The United Contracting Co.

Contract number 3742

Date of contract XXXX June 9, 1952

Date of completion September 30, 1952

Date work started July 28, 1952

Estimated date of completion September 30, 1952

Amount of contract $ 24,218.50

Per cent of time elapsed 94.02 %

Estimated cost of completed project, exclusive of engineering $ 25,300.00

Per cent of contract completed, based on total contract price 98 %

Engineering cost to date $ 934.00, 3.86 %

Date project was completed ..., 19...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has finished main part of work.

There is some sloping and shoulder dressing to do.

RECEIVED
SEP 29 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed V. T. Lowery

Address P.O.Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.59		.59		.59
Miles partially completed	.59				
Miles completed	.59		.59		.59
Total estimated quantities	470 cu.yd.		600 cu.yd.		1520 Ton
Estimated quantities moved or placed to date	350 " "		462 " "		1499 "
Average daily quantities	None		None		None
Average daily quantities necessary to complete project on time	1 cu.yd.		None		None
Number shifts per day	None		None		None
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

STATE PRINTING

RECEIVED
1952
FOR FILING

July 30, 1952

Mr. E. R. James, Superintendent of Schools
School District No. 4
Phoenix, Oregon

Dear Sir:

The street improvement work in Phoenix to which you refer in your undated letter is financed from the special State Tax Street Fund, which was authorized by the Legislature to repair streets in towns of less than 5,000 population that have been damaged by heavy or unusual traffic. Such improvements can not extend beyond the city limits of any incorporated community.

I would suggest that you discuss with the contractor on this project the possibility of his doing the work for the School District, if the District can finance the work. The contractor is the United Contracting Company, whose address is Post Office Box 5075, Portland 13, Oregon. The engineer looking after this work for the State is Mr. Walter Merrill, who has his office in the state highway headquarters at Medford. Mr. Merrill will be pleased to aid you in your discussions with the contractor if you wish to contact him.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. Tom Edwards
Mr. Walter Merrill

SUPERINTENDENT
ERNEST R. JAMES

DISTRICT CLERK
FLORENCE DRAKE

Phoenix Schools

SCHOOL DISTRICT NO. 4
JACKSON COUNTY, OREGON
BOARD MEETING FIRST TUESDAY NIGHT OF EACH MONTH
PHOENIX, OREGON

Mr. R.H. Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

As I understand it, the State is building a road on 'B' street or Rose Street in Phoenix which goes in front of our Grade School and extends to the city limits, the boundary of which is 5th street. I believe it is being done with funds owed the city for gasoline taxes.

A continuation of this road for about a hundred yards beyond the city limits would provide a good street to our High School grounds which is located on District property about 150 yards from the city limits. At present this is a dirt road badly in need of surfacing. We have five school busses passing over it every day during the school term.

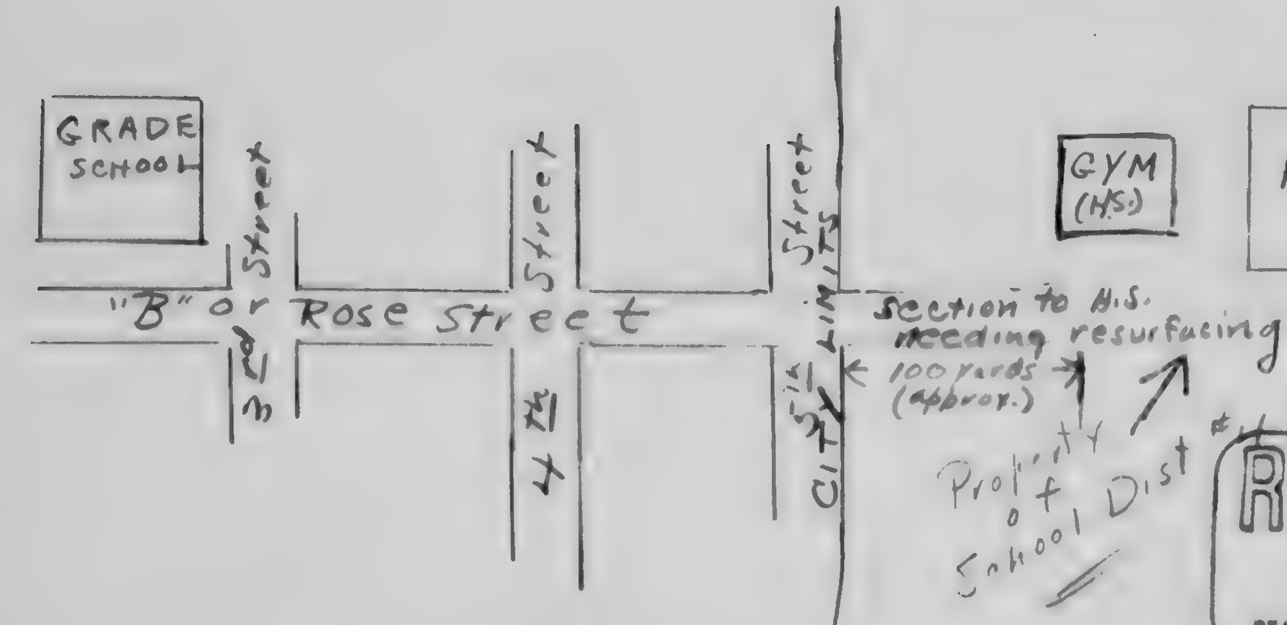
I wonder if, while the equipment is here, this extra 100 yards of road might be surfaced to provide a decent road to our High school? If so, could you give me some idea of the cost to the School District of surfacing this piece.

I am indicating below by a rough sketch the street which needs to be surfaced.

Sincerely yours,

E. R. James

E.R. James, Superintendent of Schools



RECEIVED
JUL 28 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILING

June 23, 1952

The United Contracting Co.
P. O. Box 5075
Portland 13, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3742, which was awarded to you by the State Highway Commission on June 9, 1952, covering the Phoenix (Rose St.) and Talent (Pacific Ave.) Sections in Jackson County.

We are also sending an executed copy of the contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
AUG 7 1952
FOR FILING

3742

AGENDA
JUL [illegible] 1952

June 9, 1952

United Contracting Co.
P. O. Box 5075
Portland, Oregon

Gentlemen:

The State Highway Commission on May 26th accepted your proposal for the Phoenix and Talent Paving Project in Jackson County for the sum of $24,218.50, and awarded contract No. 3742 to you subject to concurrence by the city of Phoenix and provision by said City of funds for the cost of the project in excess of $15,000. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
cc - W. M. Franzwa
N. G. Smith
S. H. Probert
Goldie Lewis

StC

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	☐	SERIAL	☐
DAY LETTER	☐	NIGHT LETTER	☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	☐	LETTER TELEGRAM	☐
VICTORY LETTER	☐	SHIP RADIOGRAM	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 9, 1952
11:30 a.m.

United Contracting Co.
P. O. Box 5075
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Phoenix and Talent Paving Project in Jackson County for which you submitted low bid on May 26. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
Accounting (5001-900)
Files
C. W. Head

RECEIVED
FOR FILING

[illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 5, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

This office has this date received and transferred to Mr. H. B. Glaisyer a certified check in the amount of $716.56 from the City of Phoenix representing the city's advance deposit on the estimated cost of the $250,000 City Allotment project in that city.

In so far as this office is concerned, the project is now clear for awarding the contract.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM

cc: Mr. S. H. Probert

RECEIVED
JUN 5 1952
OFFICE OF
STATE [illegible] ENGINEER

City of Phoenix, Oregon
P. O. Box # 327
June 3, 1952

NOTED
J. W. CATTRALL

Mr. John W. Cattrall
Oregon State Highway Dep't.
Salem, Oregon

NOTED
Harold G. Ayers

Dear Sir :

Enclosed you will find our certified check in the amount of $716.56 which will take care of the excess cost of building Rose street , the special city allotment project in Phoenix.

By a vote of the Council it was agreed to draw this check on the State Tax Street Fund, which is the only money available for street work. Trusting that this will meet with the approval of the State Highway Dep't. we remain,

Sincerely yours,

Marie L. Fisher
City Recorder
P.O.Box # 327
Phoenix, Oregon

NOTED
J. F. HAGEMANN

RECEIVED
JUN 10 1952
FOR FILING

3/14

June 5, 1952

Marie L. Fisher, City Recorder
City Hall
Phoenix, Oregon

Dear Madam:

We areenclosing herewith for the records and files of your City a fully executed agreement between the State Highway Commission and the City of Phoenix covering the improvement of Rose Street from First Street to northwest city limits, a distance of approximately 0.27 mile, in connection with the $250,000 city allotment fund.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUN [illegible]
FOR FILING

[illegible]

3742

3742

Salem, Oregon
June 5, 1952

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is an unexecuted copy of an agreement with the City of Phoenix covering the improvement of Rose Street from First Street to northwest city limits, a distance of approximately 0.27 mile, in connection with the $250,000 city allotment fund.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Phoenix.

Yours very truly,

Secretary

FH
attach: 1

RECEIVED
JUN 10 1952
FOR FILING

[illegible]
3742

June 4, 1952

3742

Nona McAbee, City Recorder
City Hall
Talent, Oregon

Dear Madam:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Talent covering the improvement of Pacific Avenue from junction with Highway 99 to Wagner Avenue, a distance of approximately 0.37 mile, in connection with the $250,000 city allotment fund.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

May 28, 1952

Marie L. Fisher
City Recorder
Phoenix, Oregon

NOTED
J. F. HAGEMANN

Dear Madam:

On May 26 the State Highway Commission received a low bid on the Rose Street special city allotment project in Phoenix. This bid was made by the United Contracting Company, and the estimated total cost of the project based on this bid, is as follows:

Contract Items	$13,592.50
Engineering & Contingencies (12-1/2%)	1,699.06
Survey	425.00
Total	$15,716.56

As per the agreement executed by the City and State, the City is to pay all costs in excess of $15,000. If the City wishes to proceed with the project an advance deposit of $700 is required.

Please make this deposit by means of a certified check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

HCA:MM

5-26-51

[illegible]

Preliminary Estimate

[illegible] Street from First Street to northwest city limits, a distance of approximately 1.27 mile.

Grade, base, asphaltic concrete [illegible] wide, [illegible] in depth.

Item	Quantity		Unit Price	Total
Preparation of grade	1.27	mile	$ [illegible]	$ 135.00
Structural excavation	1[illegible]	cu. yd.	3.[illegible]	3[illegible].00
12" concrete pipe	[illegible]	lin. ft.	[illegible]	1,200.00
3"-0 in base	[illegible]	cu. yd.	[illegible]	[illegible],[illegible]2.50
3 [illegible] in base and shoulders	[illegible]	cu. yd.	[illegible]	1,7[illegible]
Sprinkling	2[illegible]	M gal.	[illegible]	[illegible].00
3/4"-0 in binder	3[illegible]	[illegible]	[illegible]	[illegible]
Class B asphaltic concrete	[illegible]	tons	[illegible]	[illegible]
MC-2 in binder and seal	[illegible]	tons	[illegible]	[illegible]
Aggregate in seal	[illegible]	cu. yd.	7.[illegible]	[illegible]

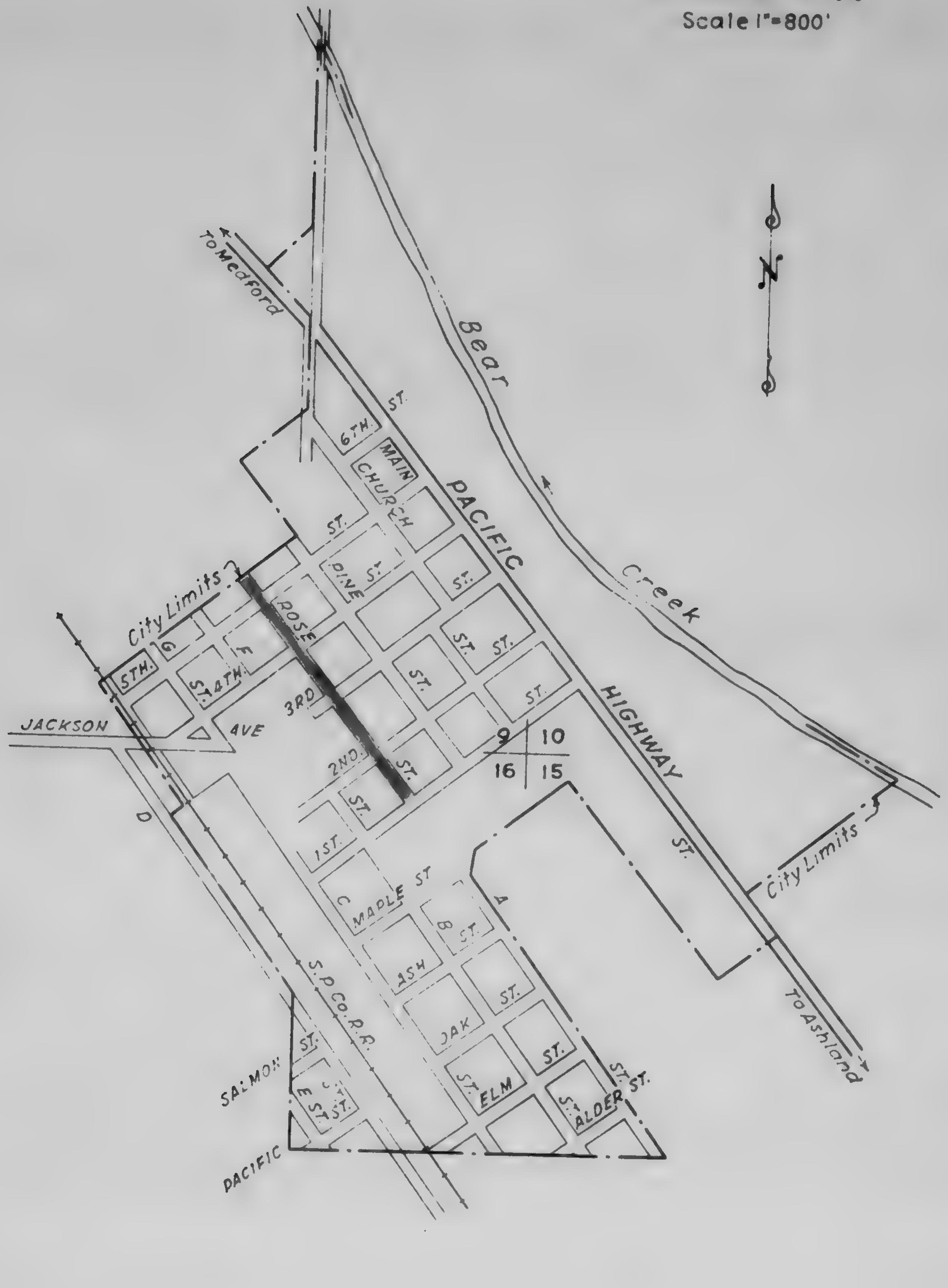
Preliminary Estimate of Construction	$11,117.50
12-1/2% Engineering & Contingencies	1,38[illegible].63
Preliminary Engineering	4[illegible].00
	$1[illegible],[illegible]7.13

Total Estimate: $13,[illegible]00.00

HCS:MM
5-26-51

PHOENIX

Scale 1"=800'



Rev 8-18-49

Application No. 22

PHOENIX
Jackson County
Population:
1940 - 432
1950 - 746
Division III

Previous Projects	Cost (Actual) State	Cost (Actual) City	Cost (Actual) Total
1948: None	$--	$--	$--
1949: Construct drainage, placed base rock and Type B-2 bituminous macadam on "C" Street from Maple Street to the south city limits, a distance of 0.26 mile.	$ 9,929.34	$ 3,000.00	$12,929.34
1950: None	$--	$--	$--
1951: None			

Proposed Project	Cost (Estimated) State	Cost (Estimated) City	Cost (Estimated) Total
1952: Grade, place base rock and 3" asphaltic concrete pavement 20' wide on Rose Street from First Street to northwest city limits, a distance of approximately 0.27 mile.	$13,000.00	$--	$13,000.00

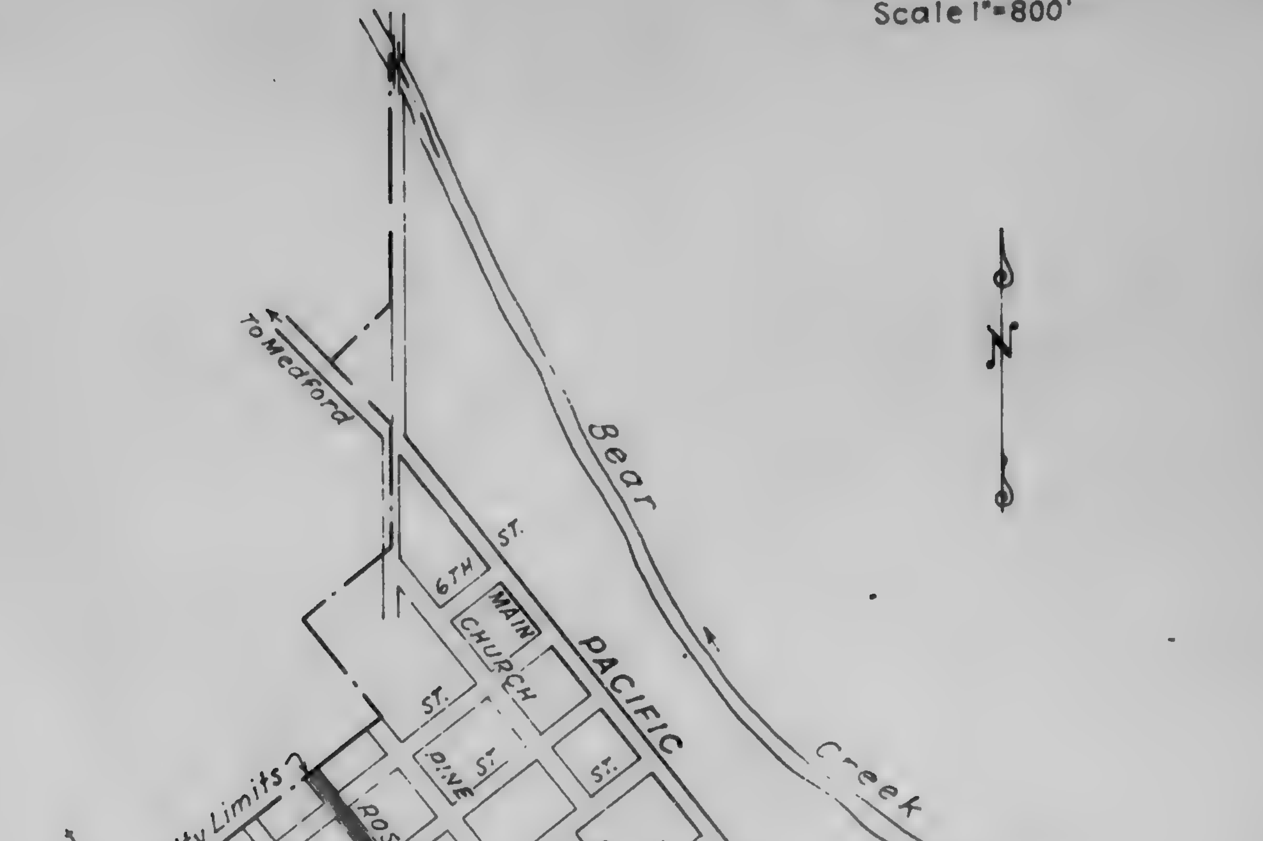
- - - - - - - - - - -

"C" Street is used by heavy industrial traffic--also traffic to two large schools, one recently built. Street is in bad condition and shows effect of heavy traffic.

Recommendation
This project qualifies and approval recommended.

PHOENIX

Scale 1"=800'



Rev 8 18 49

NOTED
Harold C. Ayers

Salem, Oregon
May 23, 1952

NOTED
J. W. CATTRALL

Mr. H. B. Glaisyer
Secretary

NOTED
J. F. HAGEMANN

Reference is made to the agreement covering the $250,000 project in the City of Phoenix which was referred to you for presentation to the Highway Commission.

On January 31, 1952, the Commission approved this project at an estimated cost of $13,000 based on a preliminary estimate. However, when estimates came in from the field based on actual surveys, there was a difference of 100 tons in the quantity of asphaltic concrete. Also, the price of asphaltic concrete was raised from $9 per ton to $10 per ton due to the fact that the preliminary estimate was based on a possible tie-in with the realignment of Highway 99 in that area, which will not be accomplished this year. It was these differences in the quantity and price of asphaltic concrete that raised the estimated cost to $14,500 which amount appears on the agreement.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:MM

February 11, 1952

Nona McAbee
City Recorder
Talent, Oregon

Dear Madam:

The State Highway Commission at its January 31-February 1, 1952 meeting approved a project in the City of Talent to be constructed from the 1952 Special City Allotment fund as provided in Chapter 149, Oregon Laws 1949.

The project as approved consists of placing asphaltic concrete pavement on Pacific Avenue from Highway 99 to Wagner Avenue.

You will be contacted at a later date to work out the details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

HCA:MM

9-20-51

[illegible]

Preliminary Estimate

[illegible] Avenue from Highway [illegible] to [illegible], a distance of approximately [illegible].37 mile.

[illegible] asphaltic concrete pavement [illegible] in width 3" in thickness. ([illegible] surface averages 18' in width.)

Item	Quantity		Unit Price	Total
Preparation of base		.37 mile	[illegible]	$ 70[illegible].[illegible]0
3 [illegible] in base and shoulders	[illegible]	cu. yd.	3.[illegible]	337.[illegible]
[illegible] in track and [illegible]	[illegible]	tons	[illegible]	[illegible].00
Adjust manholes	[illegible]	each	[illegible]	9[illegible].00
Adjust catch basins	[illegible]	each	[illegible]	[illegible].00
Class B asphaltic concrete	[illegible]	tons	[illegible]	8,[illegible]
[illegible]	[illegible]	[illegible]		[illegible]

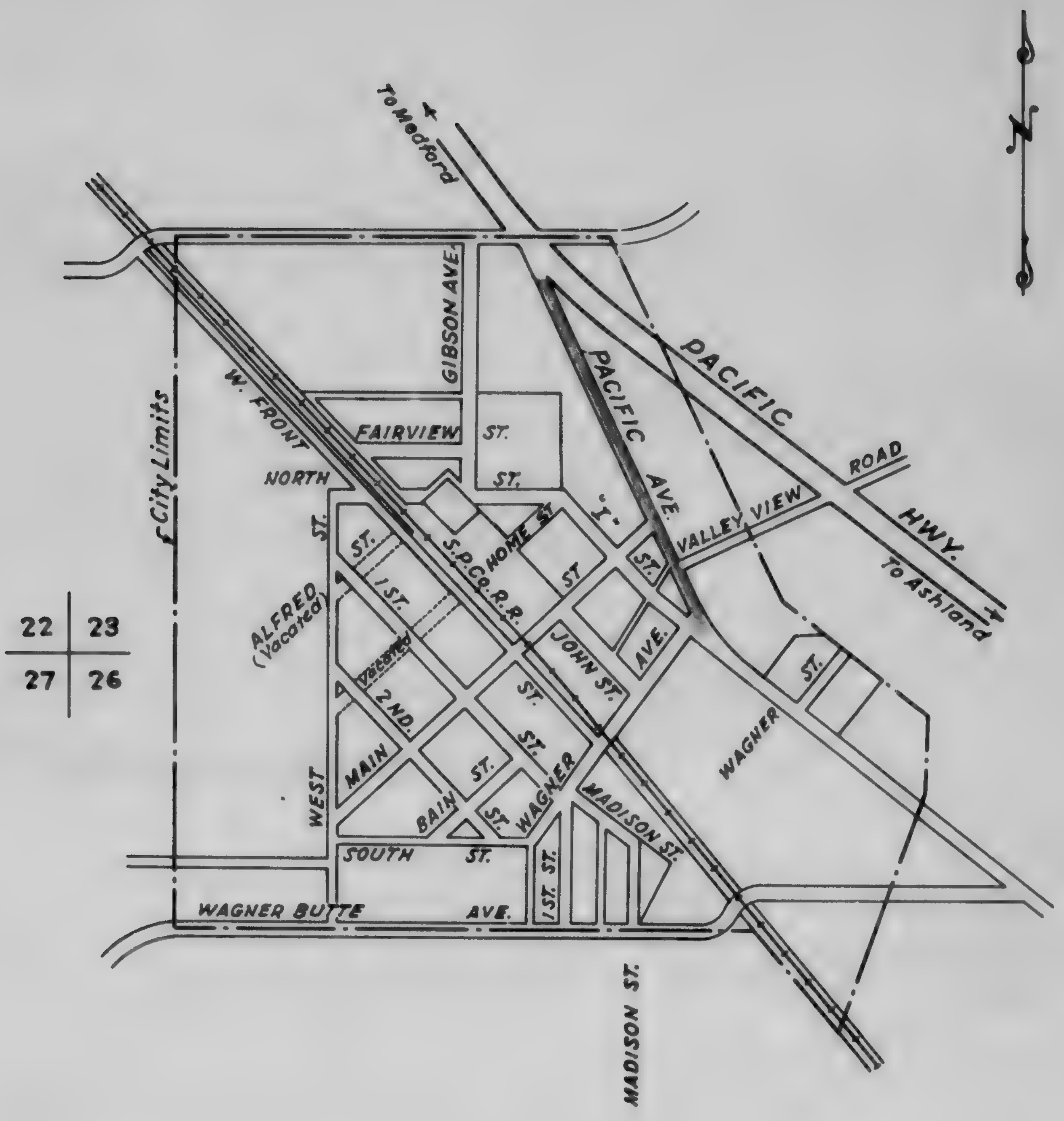
Preliminary Estimate of Construction	$ 1[illegible]
[illegible] Engineering & Contingencies	[illegible]
Preliminary Engineering	3[illegible].00
	$12,[illegible]

Total [illegible]: [illegible]

HCA:MM
9/20/51

TALENT

Scale 1" = 800'



Application No. 49

TALENT
Jackson County
Population:
1940 - 381
1950 - 739
Division III

Previous Projects	Cost (Actual)
1948: None	
1949: None	
1950: None	
1951: None	

Proposed Project

1952: Widen base, place 3" asphaltic concrete pavement 20' wide on Pacific Avenue from junction with Highway 99 to Wagner Street, a distance of approximately 0.37 mile.

Cost (Estimated)		
State	City	Total
$13,000.00	$--	$13,000.00

- - - - - - - - - - -

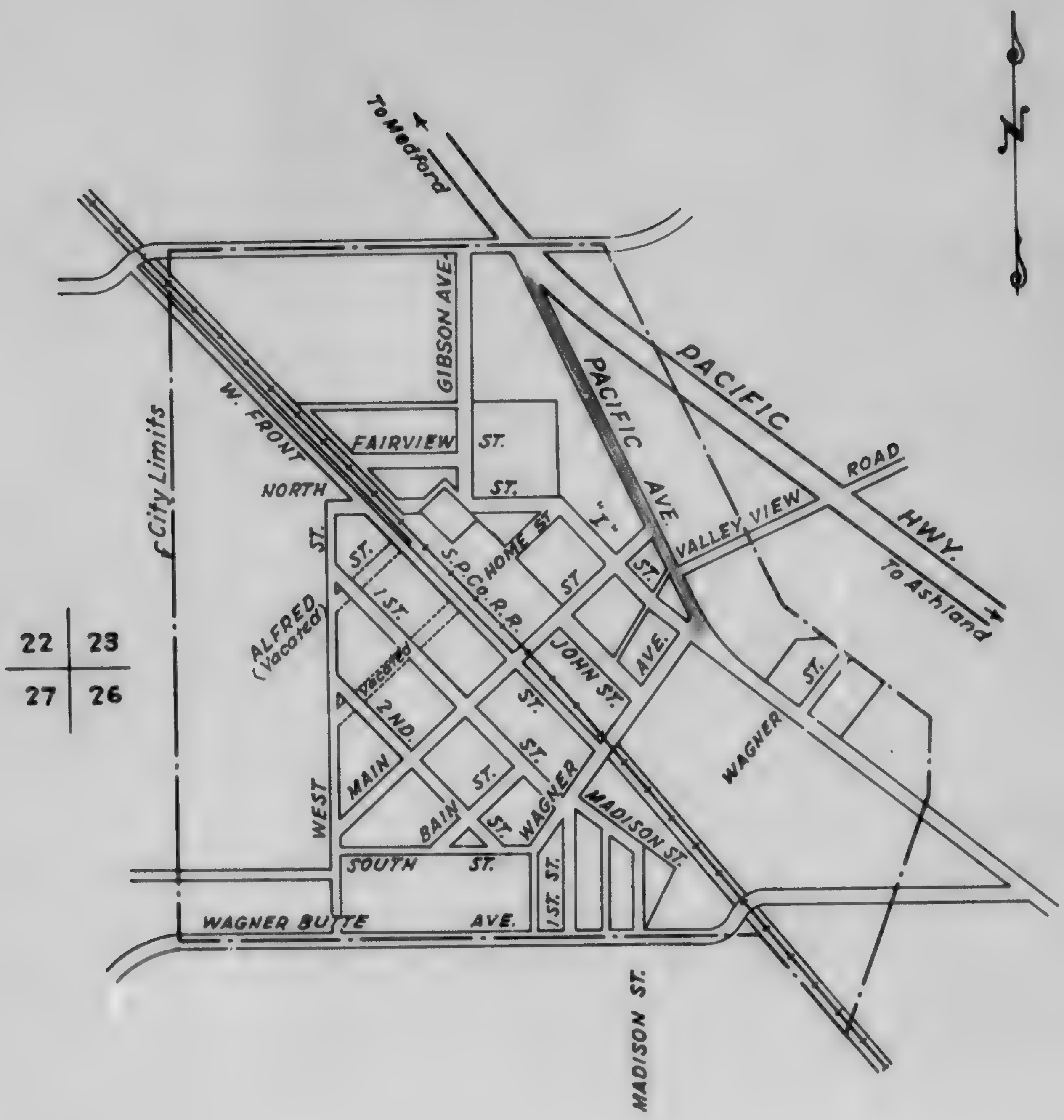
Pacific Avenue is used by unusually heavy log truck traffic.

Recommendation

Project qualifies and approval recommended.

TALENT

Scale 1"=800'



Form cc-50
Special City Allotment

7-10-51

RECEIVED
JUL 13 1951
ENGINEER
COUNTY & CITY RELATIONS

NOTED
J. F. HAGEMANN

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

"Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Talent, Oreon is an incorporated city of the State of Oregon, and has a population of 730, as given by the latest official census, and

WHEREAS, the following streets of said city, - old Pacific Highway from Wagner Creek to New Pacific Highway #99; and Main St. from old Pacific Highway to City limits. ~~xxxxx~~ Front street from Main Street to Anderson .

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden(increase in population)in the area,~~or~~ and heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Main Street

Old Pacific Highway

Front Street

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, and or because of excessive and unusual industrial traffic, and the city is without the funds necessary

cc-50

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Talent, Oregon does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Harold Straus - Mayor as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 10th day of July 1951, 19____.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Talent at a regular or special meeting of said council, held on the 10th day of July, 19 51, and the above copy is a true and correct copy of the original and of the whole thereof.

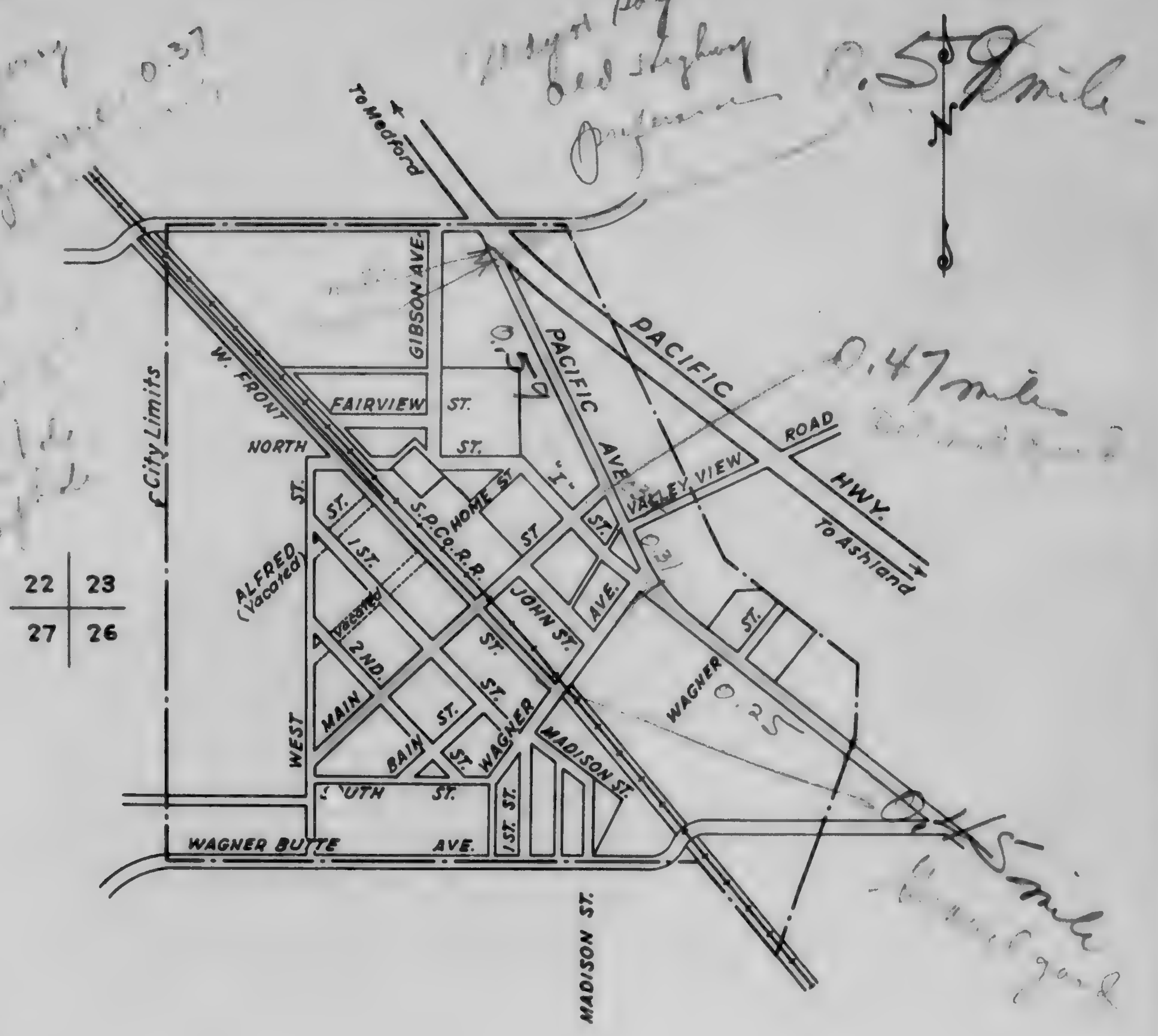
Dated this 10th day of July 1951, 19____.

Mona McAbee
City Recorder

TALENT

Scale 1"=800'

Leaking badly graveled
18 wide



Mayor says
bad highway
Ongoing

0.59 mile

0.37

Form cc-50
Special City Allotment

11 16 51

NOTED
J. W. CATTRALL

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Phoenix is an incorporated city of the State of Oregon, and has a population of 755, as given by the latest official census, and

NOTED
Harold C. A

WHEREAS, the following streets of said city,

ROSE Street from First street to City limits.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Rose Street from First to North City Limits

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Phoenix does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate E. R. Claflin as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 16th day of April, 1951.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Phoenix at a regular or special meeting of said council, held on the 16th day of April, 1951, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 16th day of April, 1951.

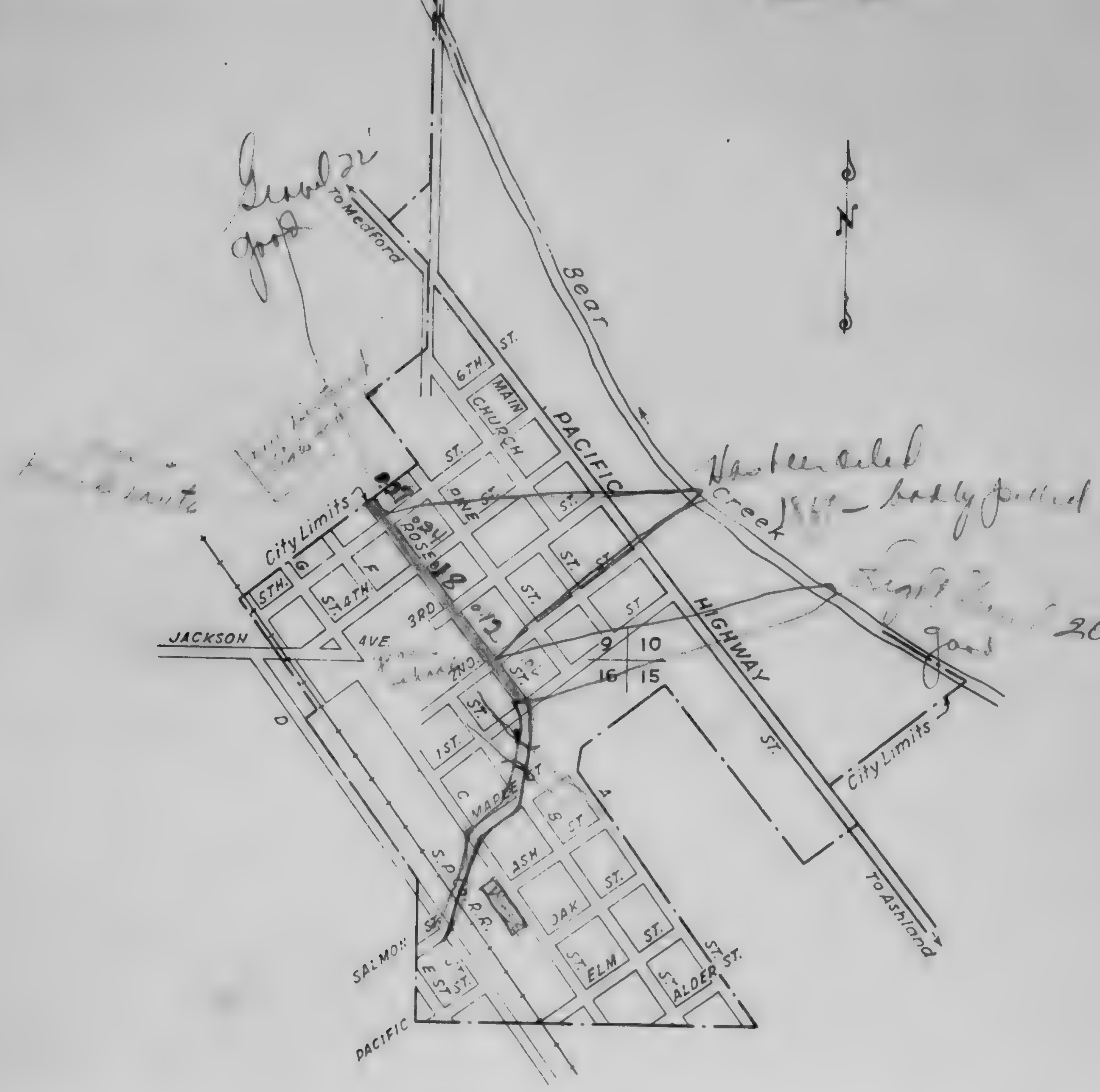
City Recorder

Drainage good
[illegible] school [illegible]
[illegible]

0 37 miles

PHOENIX

Scale 1"=800'



Rev 8-18-49

[illegible] Maintenance building at [illegible]
Lincoln on the Green Springs
[illegible] Highway.

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 15, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3743	4-final	Harold E. Salter	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
22955	R-55585	$ 1,606.22	12/15/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1952

Time Extensions: None

Completion Date: Oct. 31, 1952

Date Accepted: Nove. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-16-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD
12-17-52

Warrant Mailed:
A. A. Wicklander

RECEIVED
FOR FILING

November 28, 1952

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: Mr. W. Talbot Sinclair
Manager

Gentlemen:

State Highway Contract No. 3743 for construction of a maintenance building at Lincoln in Jackson County was completed by the contractor, Harold W. Salter, on October 31, 1952, and was formally accepted by the Highway Commission on November 24, 1952.

Final payment in the amount of $1,606.22 will be released to the contractor on or after December 8, 1952. The total contract amount is $13,203.97, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Coates & Fox
506 J Street
Grants Pass, Oregon

Coldon card
MD

RECEIVED
JUN 26 1952
FOR FILING

3743

June 26, 1952

REGISTERED MAIL

Mr. Harold W. Salter
P. O. Box 145
Rogue River, Oregon

Dear Mr. Salter:

Your Contract No. 3743 for construction of the maintenance building at Lincoln on the Green Springs Highway in Jackson County has been received in this office fully executed.

We are, therefore, returning your Cashier's Check No. 26-22204 drawn on the Grants Pass Branch of the United States National Bank of Portland, Oregon, in the amount of $650.00 which you submitted with your proposal on May 27, 1952.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc - Accounting Division

RECEIVED
FOR FILING

15 - 3412
3712

June 23, 1952

Mr. Harold W. Salter
P. O. Box 145
Rogue River, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3743, which was awarded to you on June 9, 1952 by the State Highway Commission, for construction of Lincoln Maintenance Building in Jackson County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

FORM E-30 25M 1-52 58419

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 5, 1952

SUBJECT: Maintenance Bldg. at Lincoln
Jackson County

To:

W. C. Williams
Ass't. State Highway Engineer
OFFICE

This is to advise that a special use permit has been obtained from the Bureau of Land Management which clears all the right of way on this project.

As far as this department is concerned the contract may be awarded.

FORREST COOPER
Right of Way Engineer

By: R. L. Porter
R. L. Porter
Ass't. Right of Way Engineer

RLP:rmw

RECEIVED
JUN 6 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING
FORM E-30X 15M 1-52 88419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 24, 1952

SUBJECT: Proposed Maintenance Station at Lincoln

To:

Mr. G. S. Paxson
Bridge Engineer
Office

Dear Sir:

Herewith sketch map showing the proposed location of a maintenance building to be constructed at Lincoln M.P. 21.34 on the Green Springs Highway. It is proposed to construct a 32' x 78' standard maintenance block masonry building consisting of shop unit and four (4) storage bays all with uplift doors and aluminum roof. The septic tank should be located at the west end of the building so that the drainage area will lay in the direction of the highway culvert as shown. There is no power available. We will plan to install a diesel electric light plant and the contractor should wire the building ready for the hookup which can be made by our own electrical crew when the light plant arrives.

Grading, surfacing, fencing and installation of service station will all be performed by State forces. We are sending a Building Improvement work order to Mr. Edwards and Mr. Bromley so that they can organize and complete the clearing and grading before the contract is let.

Our estimate of cost for the building is 2496 sq. ft. at $6.50 plus 12½% for engineering and contingencies - $18,250. This item as listed in the 1952 budget was $17,000 however, we will arrange to transfer funds to cover the overrun so that we can stay within the over-all budget.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD/db
Enclosure
cc- W. W. Stiffler

NOTED
W. W. STIFFLER

RECEIVED
FOR FILING
FORM E-30X 15M 1-52 88419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 1, 1952

SUBJECT:

To:

Mr. E. A. Collier
Maintenance Engineer
Salem, Oregon

Dear Sir:

Herewith please find copy of letter from J. G. Bromley regarding the water at the Lincoln Maintenance Station on the Green Springs Highway.

Enclosed you will find formal statement from J. H. Henry of the Henry Lumber Company, Ashland, in which he agrees to furnish water to the Lincoln Maintenance Station at an annual rate of $12.00.

Very truly yours,

TOM EDWARDS,
Division Engineer

TE:aso

Enc.

NOTED
S. A. DeFRANCE

NOTED
W. W. STIFFLER

COPY

Grants Pass, Oregon.
April 30th. 1932.

WATER
LINCOLN MAINTENANCE STATION
ORE.66.

Mr. Tom Edwards
Division Engineer
Oregon State Highway
Roseburg, Oregon.

Dear Sir:

I have your letter of April 23rd relative to Henry Lumber Company furnishing water at the Lincoln maintenance station on the Green Springs highway.

I am enclosing a statement from Mr.J.H. Henry, Partner, Henry Lumber Company, Ashland, Oregon, in which he agrees to furnish water to the Lincoln maintenance station at an annual rate of $12.00.

Very truly yours,

J.G.Bromley,
Dist.Maint.Office Assistant.

JGB:EKG:

NOTED

COPY

HENRY LUMBER COMPANY
Pine and Fir Lumber

SAWMILL AT LINCOLN
Planing Mill at Mistletoe

ASHLAND, OREGON

April 30,1952.

The Henry Lumber Company will furnish water from existing system to the Oregon State Highway Commission maintenance station at Lincoln, on the Green Springs Highway, at a rate of $12.00 yearly.

HENRY LUMBER COMPANY

BY J. H.Henry Partner.

BY J. B.Henry Partner.

J.G. Bromley

Witness

NOTED
[illegible]

NOTED
W. W. STIFFLER

BF-141(13) Hauser-Coos Bay Sec., Oregon 1952
Coast Hwy., S. of Hauser
#3744

FORM E-129

W. C. Williams

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

RECEIVED
JUL 18 1957
FOR FILING

(13)

5744

July 15, 1957

W. C. WILLIAMS

Oregon State Highway Commission

Re: Report of institution of case
of Coos Bay Oyster Cooperative
v. State of Oregon.

Gentlemen:

There was served upon the secretary to the Commission, this date, the case of Coos Bay Oyster Cooperative, an Oregon Corporation, against the State of Oregon, by and through its Highway Commission.

This action, in the nature of inverse condemnation, was filed in the Circuit Court of the State of Oregon for the County of Coos. The filing of this case was anticipated, as the plaintiff, in the prior Oyster Bed settlements, reserved unto themselves the right to bring this action.

The plaintiffs are asking damages in the sum of $127,125. The amount is predicated upon the total destruction of the oyster tracts located north of the Oregon Coast Highway where it crosses Haynes Slough, at the rate of $1,000 per tract. A tract comprises 1 acre. They claim partial destruction to the tracts lying south of the highway and ask damages at the rate of $500 per tract.

Our engineers have made a study of effect of this highway fill, both before and subsequent to its construction, and we feel we are in a factually sound position and should defend this action, hence settlement of prior cases did not cover land involved herein.

The matter has been referred to our Trial Section for handling and we shall keep you fully informed of progress.

Very truly yours,

LEONARD I. LINDAS
Chief Counsel

LIL:br
cc: W. C. Williams
Forrest Cooper
H. B. Glaisyer
C. H. Maison
Robert Y. Thornton
John A. Phillips
E. A. Collier

RECEIVED
JUL 17 1957
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 123X

DECEI

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

BF-141(13)

8744

June 20, 1957

Secretary of State
Claims Auditing Division
Capitol Building
Salem, Oregon

Vou. #13659

Gentlemen:

We are enclosing the claim in favor of Merle C. Buchner and Coos Bay Oyster Cooperative in the amount of $1,812.50, which has been approved by our Chief Counsel.

Very truly yours,

W. C. Williams
State Highway Engineer

By:
D. B. Taylor
Assistant Auditor

DBT:mr
enclosure

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
W. C. WILLIAMS
1st Asst. State Hwy. Engr.
W. W. STIFFLER
2nd Asst. State Hwy. Engr.
C. W. ENFIELD
Chief Counsel

RECEIVED
APR 23 1956
FOR FILING

Mr. Ba[illegible]

April 19, 1956

Oregon State Highway Commission

Re: Coos Bay Oyster Bed Cases

Gentlemen:

You will recall that in connection with the construction of the Hauser-North Bend Section of the Oregon Coast Highway it was necessary to acquire considerable real property located in Coos Bay and devoted to the growing of oysters. There are a total of 24 cases since the property has been platted into lots, and fee title to the lots sold to various persons. The Coos Bay Oyster Cooperative is named a defendant in all of the cases because of its ownership of the oysters which are grown as a crop on the property. We succeeded in obtaining options from the fee owners in 6 of the cases, and were forced to institute condemnation proceedings in the remaining 18 cases. Until recently it appeared that it would be necessary to institute condemnation proceedings with respect to the 6 cases in which options had been obtained for the reason that the fee owners were unable to furnish title free and clear of the interest of the Coos Bay Cooperative.

(58)

The property involved in these cases was appraised by Mr. Jeffery Holbrook of Portland at $500.00 per acre. Since at that time we viewed the oysters as being personal property, which the owners were obligated to remove, we made offers for the purchase of the property based upon Mr. Holbrook's appraisal alone. The Court later ruled, however, that the oysters constituted a crop growing upon the property, and that the owners were entitled to compensation therefor. At that time we had the oysters appraised by Mr. Roger Tollefson of Newport, Oregon, who estimated their value in place to be $937.50 per acre. The total property involved in these cases is 56.78 acres, of which 21.912 acres are being acquired by the State, and 34.868 acres constitute the remaining property for which the owners are entitled to severance damages. Neither Mr. Holbrook nor Mr. Tollefson included severance damages in their appraisals, for at the time the appraisals were made before construction of the fill we could not determine the extent of damage. The total of their appraisals for the 21.912 acres of real property being acquired by the State, together with oysters upon 19.612 of these acres, is $29,342.24, without any allowance for severance damage to remaining land or oysters thereon.

1,627.8

During the past few months extensive negotiations have been conducted with Mr. W. C. Winslow, attorney for the Coos Bay Cooperative, and a settlement has been reached on the following basis: Land taken at $750.00 per acre, damage to land remaining at $375.00 per acre, oysters taken at $700.00 per acre, damage to oysters remaining at $350.00 per acre. You will note that the land value of the settlement considerably exceeds the appraisal of Mr. Holbrook, but that the oyster value claimed by Mr. Winslow is considerably less than the appraisal of Mr. Tollefson. For land and oysters combined, however, the figures are very close, with the State's appraisals being in the amount of $1,437.50 per acre, and the settlement being in the amount of $1,450.00 per acre.

As noted above, neither Mr. Holbrook nor Mr. Tollefson appraised the damage caused to the remaining property by reason of the taking. We are forced to admit, however, that considerable damage has been caused to the remaining property primarily as a result of sedimentation and silt resulting from the construction of the highway fill and cutting of new channels. Our investigations indicate that Mr. Winslow's estimate of $375.00 per acre damage to the remaining land and $350.00 per acre damage to the oysters upon the remaining property is reasonable.

The defendants originally demanded the sum of $110,500.00 for the property to be acquired by the State and the damages resulting to the remainder. The defendants are now willing, however, to settle upon the basis outlined above, plus $3,800.00 attorney's fees for all 24 cases, upon the condition that they expressly reserve the right to institute an action in inverse condemnation for the taking of all oyster beds and oysters lying outside the 56.78 acre area. This reservation does not create any new rights, that they would not otherwise have, to sue, and this issue would not be adjudicated if these condemnation cases were tried without the agreement of settlement. As noted above, Mr. Holbrook and Mr. Tollefson have appraised the 21.912 acres acquired by the State, together with the oysters growing upon 19.612 of those acres, in the total amount of $29,342.24, while the settlement, including oysters, is in the amount of $30,162.40. Also, as noted above, our studies and investigations indicate that the compensation for damage to the remaining property is reasonable. The settlements in all 24 cases will total $54,287.45, including $3,800.00 attorney's fees, which was approved by phone by Commissioner Chandler on March 15, 1956. While under this proposed settlement the defendants reserve a right to institute inverse condemnation proceedings, I am not sure to what extent the defendants can exercise such right, and in any event it is my opinion that we will have an excellent chance of successfully defending any such inverse condemnation action as to most, if not all, of the remaining oyster beds under both the law and the facts.

We plan to enter into a stipulation with the attorneys for the defendants outlining the terms of the settlement in each case, and authorizing entry of judgment upon the outlined basis. Because of the possible interest of parties that are clouds on title, we will have to put on prima facie cases in trial of the 18 cases now filed. We will not take title by judgment in those cases in which condemnation proceedings have not been filed, but will obtain proper instruments of title from the Coos Bay Cooperative, and corrected deeds from the other owners involved so as to acquire additional acreage needed.

Attached hereto is a list showing the acreage acquired and price to be paid in each case.

Very truly yours,

C. W. ENFIELD
Chief Counsel

RIM:aj:jv

Attach.

cc: Mr. R. H. Baldock
Mr. H. B. Glaisyer
Mr. C. H. Maison

RECEIVED
APR 20 1956
OFFICE OF
STATE HIGHWAY ENGINEER

SETTLEMENTS OF OYSTER BED CASES

Legal No.	R/W No.	Name	Area Acquired in Acres	Total Amount to be Paid
1848	18825	Pioneer Trust Co.; et al	Parcel 1: 2.80	
			Parcel 2: 0.13	$ 5,118.50
1852	18824	The Davenport Corp.; et al	0.25	362.50
1853	18820	Assoc. Coos Bay O.G.; et al	Parcel 1: 0.25	
			Parcel 2: 0.26	739.50
1854	18821	John D. Burt, et al	0.13	188.50
1855	18829	Louise Monahan, et al	0.25	362.50
1856	18819	L. V. Davidson, et al	0.25	362.50
1857	18818	Tidelands Development Co.;et al	Parcel 1: 1.83	
			Parcel 2: 2.25	
			Parcel 3: 2.40	
			Parcel 4: 0.26	
			Parcel 5: 0.32	14,504.25
1858	18833	Coos Bay Oyster Coop; et al	0.09	3,690.25
1859	18826	M. A. Beyer, et al	0.18	855.50
1860	18822	Theodore A. Toews, et al	0.39	645.25
1861	18828	John C. Sigloh, et al	2.54	6,554.00
1862	18835	Merle C. Buchner, et al	0.40	2,153.25
1863	18827	Walter D. Hickey, et al	0.49	1,080.25
1864	18815	Ray H. Joslin, et al	0.34	817.50
1866	18817	Norman Stoll, et al	Parcel 1: 0.052	
	18901		Parcel 2: 0.06	413.95
1865	18830	Glen DeHaven, et al	0.50	725.00
1868	18902	Florence Jewett, et al	0.23	1,073.00
2052	21101	Carl F. Gregg, et al	0.78	1,471.75
	20824	E. C. Davidson, et al	0.05	492.50
	18816 20826	Cornelius Buhler, et al	0.45	603.50
	18823 20827	J. P. Sears, et al	0.24	922.00
	18831	Wood-Novak, et al	1.09	2,336.50
	18832 20829	H. H. Judd, et al	0.33	713.00
	18834 20830	W. C. Dennis, et al	2.32	4,302.00
		~~TOTALS~~	21.912	$50,487.45

attorney fees for all 24 cases 3800.00

Total 54,287.45

RLM:bdr
4-19-56

RECEIVED
FEB 4 1957
FOR FILING

H. B. Glaisyer

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MC IVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

January 11, 1957

AGENDA
JAN 22 1957
2-g

2g

C. F. 141 (~~13~~)
3744

Oregon State Highway Commission

Re: Coos Bay Oyster Bed cases

Gentlemen:

You will recall that in connection with the construction of the Hauser-North Bend Section of the Oregon Coast Highway it was necessary to acquire considerable real property located in Coos Bay and devoted to the growing of oysters. The problem involved twenty-four separate cases and negotations for the settlement of the cases proved to be extremely difficult because of divided property ownership and controversy and uncertainty concerning the proper method of appraising oyster beds and oysters growing thereon. A settlement was ultimately reached in all of the cases, which was reported to you under date of April 19, 1956. You may recall that the basis of the settlement was as follows:

Land taken	$750.00 per acre
Damage to land remaining	375.00 per acre
Oysters taken	700.00 per acre
Damage to oysters remaining	350.00 per acre

One of the cases involved was that of State vs. Merle C. Buchner, L-1862. That case was settled for the sum of $2,153.25 upon the basis that the defendants were the owners of tracts 91, 92 and the north 4/7ths of tract 93 and that the Highway Commission was acquiring 0.40 acres and damaging 2.57 acres. It now appears, however, that, in addition to the property for which damages were paid, the defendants were the owners also of tracts 89 and 90 and the north ½ of tract 88. These tracts, comprising 2.50 acres, were omitted from the settlement through oversight and should have been included in the stipulation providing for the payment of damages to land and oysters. On the basis of settlement set forth in the stipulation, damage to the 2.50 acres of land at $375.00 per acre will total $937.50, while damage to the oysters at $350 per acre will total $875.00, for a total of $1,812.50.

Since these 2.50 acres were omitted from the stipulated settlement through error and would have been included except for the error,

NOTED
H. B. GLAISYER

it is my opinion that the State is obligated to pay for the damages to the 2.50 acres upon the basis set forth in the stipulation. The matter will be presented to you at your meeting of January 22 and 23, 1957, and it is respectfully recommended that you authorize payment of the sum of $1,812.50 upon receipt of a proper release or agreement waiving and relinquishing any and all further claim for additional payment for any of the properties involved in the stipulated settlement.

Very truly yours,

ROBERT L. MAY, JR.
Acting Chief Counsel

RLM:br
cc: W. C. Williams
Forrest Cooper
H. B. Glaisyer
C. H. Maison

RECEIVED
JUL [illegible] - 1955
FOR FILING

May 26th, 1955

Hauser-Coos Bay Section
Contract #3744

FINAL COST ANALYSIS
Grading and Paving
C. R. O'Neil, Contractor
C. C. Gall, Resident Engineer

Oregon Coast Highway
Prefix 6-1045-201(41)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All		$36,000	$ 32,908.32	$ 36,000.00
Struct. Excav., Unclass.	3,501.9	Cu. Yd.	2.81	3.00	9,871.87	10,505.70
Trench " "	1,324	" "	2.86	3.00	3,798.83	3,972.00
General " "	697,174.2	" "	0.41	0.45	288,026.24	313,728.39
Short Overhaul	2,119,510	Yd. Sta.	0.013	0.015	29,188.04	31,792.65
Long "	62,129.6	C-Yd. Sta.	0.36	0.40	22,815.83	24,851.84
Rock Slope Protection	9,889.5	Cu. Yd.	3.28	3.00	32,519.73	29,688.50
Finish R/B & Slopes	4.33	Mile	923.81	1,000.00	4,000.13	4,330.00
Rounding Cutbanks	4,860	Lin. Ft.	0.11	0.12	524.06	583.20
6" Perf. Metal Drain Pipe, Coated	1,116	" "	1.89	2.25	2,118.08	2,511.00
12" Concrete Pipe	441	" "	1.86	2.50	818.14	1,102.50
18" " "	1,521	" "	3.86	4.00	5,873.39	6,084.00
24" " "	864	" "	4.91	5.00	4,246.93	4,320.00
30" " "	374	" "	7.94	8.00	2,969.74	2,992.00
Salvage Culvert Pipe	168	" "	2.68	2.00	450.98	336.00
3/4"-0" Backfill in Drains	304	Cu. Yd.	5.70	6.00	1,733.53	1,824.00
Untreated Lumber in Pipe Cradles	26.86	M/FBM	217.97	225.00	5,854.86	6,043.50
**Class "A" Concrete	21.79	Cu. Yd.	58.00	75.00	1,263.82	1,634.25
**Metal Reinforcement	2,994	Lb.	0.12	0.14	384.13	419.16
**Concrete Catch Basins	2	Each	100.00	100.00	200.00	200.00
*** " Sight Posts	60	"	8.00	8.00	480.00	480.00
***Galv. Metal Guard Rail	7,805.5	Lin. Ft.	2.12	3.00	16,546.90	23,416.50
*2½"-0" Mat'l. in Base	24,265	Cu. Yd.	3.67	3.85	89,320.91	93,420.25

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*3/4"-0" Mat'l. in Base & Shoulders	10,204.5	Cu. Yd.	$4.85	$4.25	$ 49,495.15	$ 43,369.13
*Sprinkling	527.4	M/Gal.	1.96	2.50	1,035.17	1,318.50
*Preparation of Base	4.3	Mile	655.81	200.00	2,820.01	860.00
*3/4"-0" Material in Binder Course	656	Cu. Yd.	4.67	5.00	3,063.41	3,280.00
*RC-3 Asphalt in Binder Course	90.09	Ton	46.92	60.00	4,227.41	5,405.40
*Class "B" Asphaltic Concrete	15,898.41	"	7.31	8.25	116,279.04	131,161.88
PA #1, Falling, Bucking, Cold Decking, Slash Burning	396.02	M/FBM	16.51	18.00	6,562.05	7,128.36
PA #2, Salvage & Relay 1" Water Pipe	280	Lin. Ft.	0.89	0.80	250.53	224.00
PA #2, 4" Sewer Pipe	50	" "	0.65	0.70	32.72	35.00
PA #2, 6" Sewer Pipe	33	" "	0.83	1.00	27.42	33.00
PA #5, Extra for Clearing and Grubbing	7.077	Acre	822.71	900.00	5,822.31	6,369.30
PA #6, 2" x 6" Tongue & Groove	.5	M/FBM	369.68	382.00	184.84	191.00
PA #7, Cement Adjustment in Favor of State	1.32	Bbl.		4.03		- 5.32
PA #8, Purchase Excess 6" Perf. Metal Pipe	620	Lin. Ft.	1.22	1.22	756.40	756.40
PA #8, Purchase Excess 6" Perf. Metal Bands	30	Each	1.20	1.20	36.60	36.60
PA #9, Extra on Slide Excav.	19,099	Cu. Yd.	0.13	0.15	2,630.16	2,864.85
PA #10, Purchase Excess Galv. Metal Guard Rail	1,012.5	Lin. Ft.	1.31	1.31	1,326.38	1,326.38
PA #10, Purchase Excess U.S. Tuthill End Pieces	6	Each	3.37	3.37	20.22	20.22
Force Account					973.44	1,113.26
					$751,466.71	$805,703.40

	Total Cost	Gross Revenue	Net Profit	% Profit
C. R. O'Neil	$485,216.61	$526,888.24	$41,671.63	7.9%
J. C. Compton Co.	266,241.10	278,815.16	12,574.06	4.4%
Totals	$751,466.77	$805,703.40	$54,255.69	6.7%

* Work done all or in part by J. C. Compton Co.
** " " " " " " " concrete finisher.
*** " " " " " " " R & W Construction Co.

Detail of Cost
C. R. O'Neil, Contractor

Labor:

Labor	$157,011.21	
Labor Insurance	10,733.32	$167,744.53

Materials:

6" Metal Drain Pipe Coated, Bands Included	1,736	Lin. Ft.	at	$1.27	$ 2,215.52	
12" Concrete Pipe	441	" "	"	0.87	383.67	
18" " "	1,521	" "	"	1.23	1,870.83	
24" " "	864	" "	"	2.07	1,788.48	
30" " "	374	" "	"	4.87	1,821.38	
3/4"-0" Backfill Material	304	Cu. Yd.	"	4.20	1,276.80	
Untreated Lumber	26.86	M/FBM	"	124.00	3,330.64	
Metal Reinforcement	2,994	Lb.	"	0.11	329.34	
Concrete Sight Posts	60	Each	"	5.00	300.00	
Metal Guard Rail and End Pieces	7,805.5	Lin. Ft.	"	1.502	11,727.94	
4" Sewer Pipe	50	" "	"	0.43	21.50	
6" " "	33	" "	"	0.67	22.11	
Rock Slope Protection	8,597	Cu. Yd.	"	2.35	20,202.95	
2" x 6" Tongue & Groove	0.5	M/FBM	"	182.00	91.00	
Emulsified Asphalt	1,360	Gal.	"	0.115	156.40	
Freight on Asphalt	1,360	"	"	0.052	70.83	
						45,609.39

Equipment Rentals and Miscellaneous Expenses:

Equipment Rent (Own)	$184,191.07	
" " (Hired)	8,731.00	
Gas, Oil & Grease	30,391.52	
Bond	7,283.71	
P.L. & P.D. Insurance	9,469.18	
P.U.C.	1,879.06	
Small Tools	3,951.66	
Explosives	2,625.00	
Home Office & General Overhead	15,806.64	264,328.84

Subtotal		$477,682.76
Paid for Concrete Work	$ 1,508.73	
Paid R & W Construction Co.	6,025.12	7,533.85
Total Cost		$485,216.61

Detail of J. C. Compton Co. Cost

Labor:			
Labor		$46,491.21	
Labor Insurance		3,022.86	
			$ 49,514.07
Materials:			
RC-3 Asphalt	90.09 Ton at $24.50	$ 2,207.21	
85-100 Asphalt	965.14 " " 22.00	21,233.08	
Freight on Asphalt		7,396.75	
Fuel Oil	880.62 Bbl. " 3.6253	3,252.08	
2½"-0" Aggregate	24,265 Cu. Yd. at 1.39	33,728.35	
3/4"-0" Aggregate	9,201.3 " " " 1.95	17,942.55	
3/4"-0" "	37.0 " " " 1.85	68.45	
3/4"-¼" "	4,720.7 " " " 1.95	9,205.37	
¼"-0" Aggregate	8,775.2 " " " 1.95	17,111.64	
Freight on Rock		33,698.50	
			145,843.98
Equipment Rental & Miscellaneous:			
Equipment Rental (Own)		$22,927.31	
" " (Hired)		6,198.66	
Gas, Oil & Grease		8,963.85	
Bond		2,039.60	
Licenses		371.39	
P.U.C.		279.36	
P.L. & P.D. Insurance		622.32	
Small Tools, Travel and Misc. Expense		2,285.16	
Home Office & General Expense		7,636.22	
			51,323.87
Subcontract for R.R. Siding			19,559.18
Total Cost			$266,241.10

Detail of Paving Costs

	Total Cost	Quantity	Unit Cost
Move In and Set Up	$ 4,852.57	15,898.41	$0.305
Railroad Siding (Prorated Cost for Aggregate)	5,607.11	"	0.352
Unload Rock	2,794.52	"	0.176
Haul Rock	6,900.04	"	0.434
Feed Rock	1,284.79	"	0.081
Asphalt	21,233.08	"	1.325
Heat Asphalt	3,252.08	"	0.204
Freight on Asphalt	6,765.25	"	0.425
Aggregate	23,180.03	"	1.458
Freight on Rock	9,964.66	"	0.626
Mix	17,221.45	"	1.083
Haul to Street	6,055.63	"	0.381
Street Work	7,019.10	"	0.441
Flag	148.73	"	0.009
Total Cost	$116,279.04	"	$7.31

Total Plant Operating Time	145.5 Hours
Plant Downtime	15.5 "
Net Time Operated	130.0 Hours

Average Tons Produced per Hour 15,898.41 ÷ 130 = 122.29 Tons

Remarks:

This was a "Regular Federal Aid Project" located on the Oregon Coast Highway in Coos County. The northerly end of the project is in Hauser about 0.42 mile north of the existing bridge over North Slough. The southerly end is at the north apron of the Coos Bay Bridge. The overall length of the project was 4.55 miles. The net length of the grading and paving was 4.39 miles.

The work to be done consisted of the construction of one reinforced concrete box culvert, 4.39 miles of highway roadbed, rock base and shoulders, asphaltic concrete pavement, 9,889.5 cubic yards of rock slope protection and the performance of such additional and incidental work called for in the specifications and plans.

The project was bid on April 21st, 1952, awarded on May 27th, 1952, and completed on January 9th, 1954 by C. R. O'Neil, contractor.

The contractor started moving in on June 4th, 1952 and began work on the clearing of the project on June 9th, 1952. The clearing was accomplished by using a crew varying from 2 to 14 men, one to three D8 caterpillar tractors with bulldozers or clearing blades, 22B 3/4 cubic yard shovel with dragline attachment and two power saws.

The contractor began grading on July 28th, 1952 and completed this work on October 10th, 1953. He expedited this work by using two D8 cats with scrapers, three DW21's, one DW10, two Tournapulls with scrapers, five D8 cats with bulldozers two Caterpillar #12 motor graders, a 3/4 cubic yard shovel with dragline attachment and 1½ cubic yard shovel with dragline attachment and other small tools and equipment.

The subcontractor, J. C. Compton Co., on surfacing and paving moved in his surfacing equipment, consisting of trucks, graders, rollers and water wagon on August 29th, 1953. He began placing the aggregate, hauled by rail from Reedsport, on the new grade on September 3rd, 1952 and completed this work on October 12th, 1953.

The preparation of base was started as soon as the placing of the rock permitted. The subcontractor was required to do considerable extra work as many soft areas appeared due to pumping action on the grade when hauling over it. In order to expedite work the subcontractor had to eliminate these soft areas during the process of preparing the base. This item of work shows a large loss.

The subcontractor began moving in and setting up his paving equipment, consisting of a 4,000-lb. batch Madsen mixing plant, a D8 Caterpillar tractor with bulldozer, a 3/4 cubic yard shovel with dragline attachment, seven 5 cubic yard dump trucks, a Barber-Greene paving machine, a 3-wheel tandem roller, a 2-wheel tandem roller and other equipment necessary for the work, on September 23rd, 1953. Paving began on October 13th, 1953 and was completed on October 30th, 1953.

As soon as the paving was completed the subcontractor began placing the shoulder aggregate. This work was completed on November 5th, 1953.

The prime contractor began placing the rock slope protection on November 3rd, 1953 and completed this work on November 25th, 1953. He purchased the material from a private quarry located on Kentuck Slough and hauled it in rented trucks.

The contractor hired the R & W Construction Company to place the guard rail and sight posts.

Both the prime contractor and the subcontractor had good supervision, equipment and bid prices, thereby earning a fair profit.

Oscar Cutler
Chief Cost Analyst

By . . F. W. Sugnet

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AUG 17 1954
FOR FILING

BF-141(13)
3944

August 16, 1954

A. L. Amacher & Co.
209 Commercial Bank Building
Hillsboro, Oregon

Attention: Mr. A. L. Amacher

Gentlemen:

This is in reply to your letter of August 10th concerning issuance dates for two contract payment checks to C. R. O'Neil.

3944

Check No. R 56672 in the sum of $32,985.00 bears the date on the face of December 30, 1952, and bears a stamp on the back that it was paid through the clearing house on January 9, 1953.

5727

Check No. R 56550 in the amount of $5,509.35 bears a face date of December 29, 1952, and a clearing date of January 9, 1953.

Both of these checks bear the signature of Earl T. Newbry, Secretary of State, and were mailed from Salem, Oregon. We have contacted our Accounting Division and the Secretary of State's Office and they cannot tell us accurately when the checks were mailed although under ordinary procedure they would have been mailed on the date shown on the face of the check or on the date following.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

A. L. AMACHER & CO.
CERTIFIED PUBLIC ACCOUNTANTS
209 COMMERCIAL BANK BLDG.
HILLSBORO, OREGON

TELEPHONE 661

A. L. AMACHER, C. P. A.
LLOYD KOEHLER, C. P. A.

HELEN E. AMACHER

August 10, 1954

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are protesting a revenue agent's additional assessment against C. R. O'Neil, which involves in part the question of the date of receipt by Mr. O'Neil of the following two payments from you:

Contract No.	Voucher No.	Amount	Date Paid		
3727	23923	$ 5,509.35	12/29/52	55550	500
3744	24160	32,985.00	12/30/52	5667✓	500

We understand from a telephone conversation with your office that the above date paid which you supplied to the revenue agent indicates the date payment was authorized. It is important that we know what date checks for these payments were actually written and when and where they were placed in the mail.

The revenue agent has also asked us to obtain from you the dates on the face of these checks, the dates they were first cleared through the bank, and any information you might give us which would establish the date that they might have reached C. R. O'Neil.

We should appreciate it very greatly if you will give this matter your early attention, as the revenue agent is quite anxious to reach a settlement of this case.

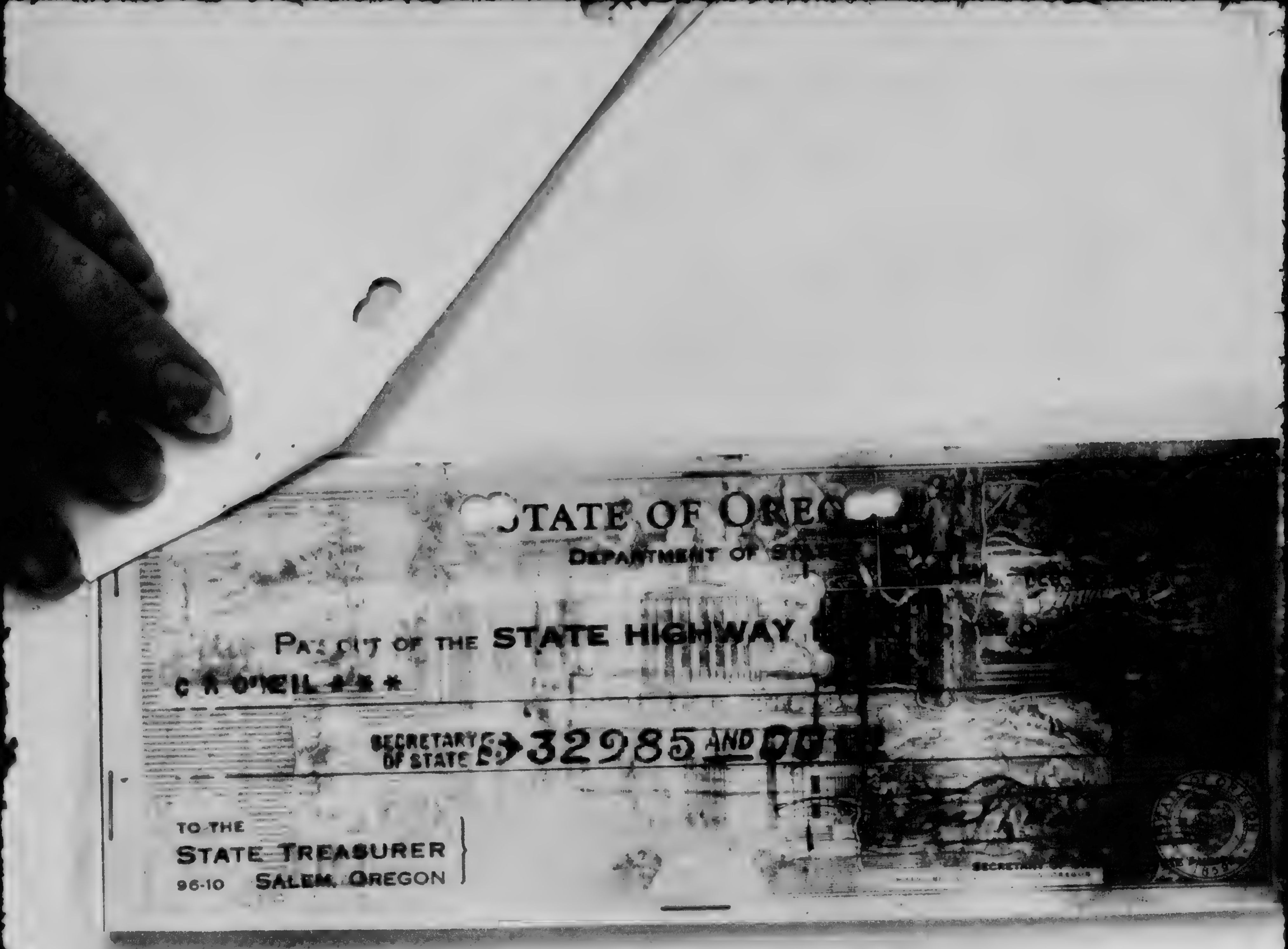
Yours very truly,

A. L. AMACHER & CO.
Certified Public Accountants

A. L. Amacher

ALA:mw
c/c to:
Charles J. Freeman

RECEIVED
AUG 12 1954
OREGON
STATE HIGHWAY COMMISSION



STATE OF OREG

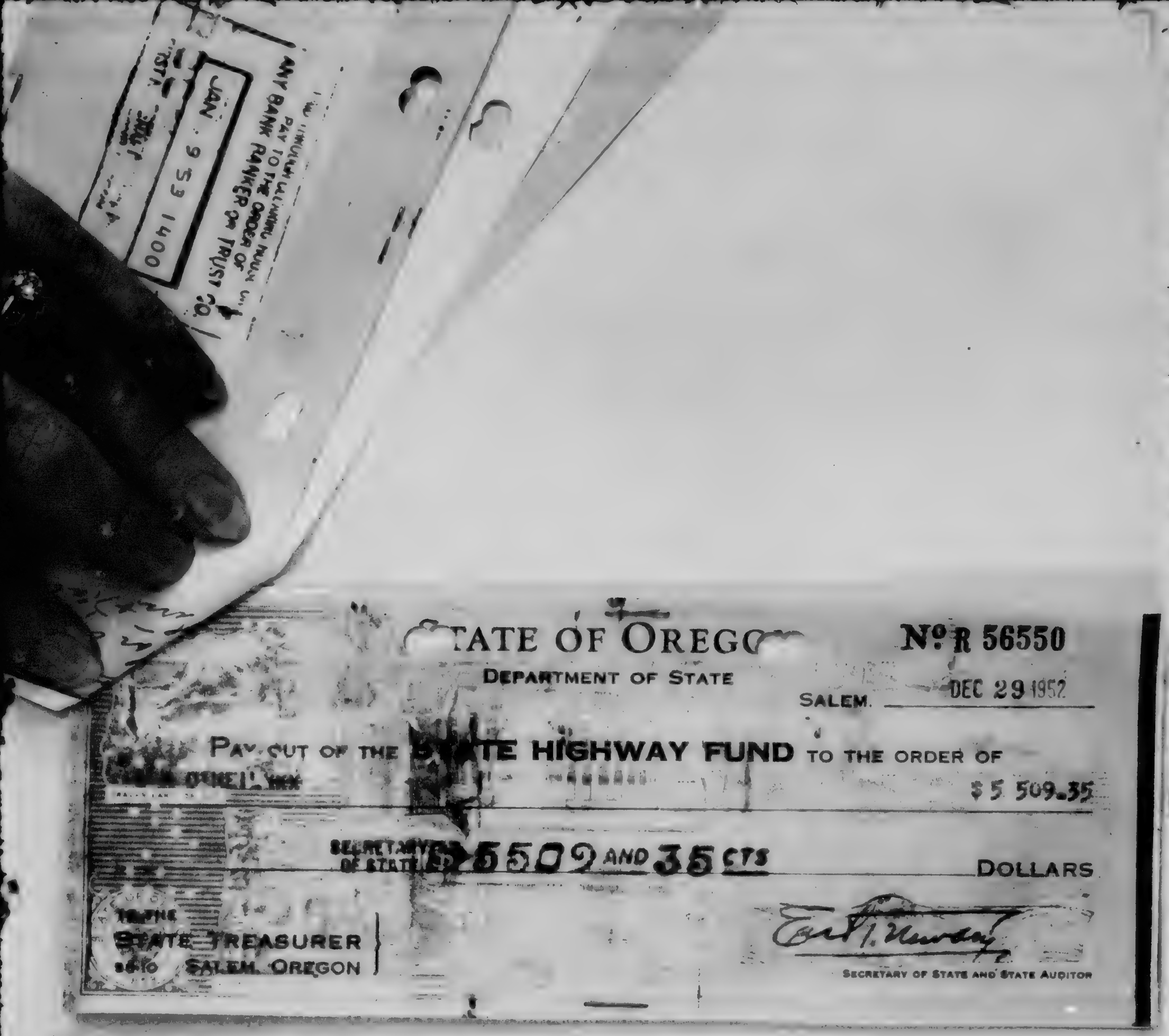
DEPARTMENT OF STA

PAY OUT OF THE STATE HIGHWAY

C R O'NEIL * * *

SECRETARY OF STATE 32985 AND 00

TO THE
STATE TREASURER
96-10 SALEM, OREGON



PAY TO THE ORDER OF
ANY BANK BANKER OR TRUST CO.
JAN 9 53 1400

STATE OF OREGON
DEPARTMENT OF STATE

№ R 56550

SALEM, DEC 29 1952

PAY OUT OF THE STATE HIGHWAY FUND TO THE ORDER OF [illegible] $5 509.35

SECRETARY OF STATE $5509 AND 35 CTS DOLLARS

TO THE STATE TREASURER
SALEM, OREGON

Earl T. Newbry
SECRETARY OF STATE AND STATE AUDITOR

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 15, 1954

(CONTRACT NO.) EF-141(13)	(EST. NO.)	(CONTRACTOR)
3744	21-final	C. R. O'Neil

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11450	R-96333	$ 24,255.20	June 14, 1954

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: to July 31, 1954

Completion Date: Jan. 9, 1954

Date Accepted: Feb. 24, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-16-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

FORM E-90 25M 9-51

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 10, 1954

SUBJECT:

To:

Mr. E. A. Collier
Maintenance Engineer
Oregon State Highway Department
Salem, Oregon

Attention: I. A. DeFrance

Dear Sir:

In compliance with your letter to Mrs. J. K. Howard, Hauser, Oregon, dated April 26, 1954, please be advised as follows:

1. I have contacted Mr. Fred A. Kruse, County Commissioner for Coos County, and have his approval for the construction of the road approach as requested by Mrs. Howard.

2. I have instructed Mr. G. W. Wimer, D. M. S. at Coquille, to construct said approach with State equipment.

3. I have contacted Mr. J. K. Howard and have advised her of the action being taken on her request. She seemed to be satisfied with proposed plans.

I believe that this action completes State obligation in this matter.

Very truly yours,

Tom Edwards
Division Engineer

By

FDMorgan

F. D. Morgan
Assistant Division Engineer

FDM:cb

cc: G. W. Wimer

RECEIVED
1954

NOTED
W. W. STIFFLER

RECEIVED
1954
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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

4714?-3
3/7/44

April 26, 1954

Mrs. Kaye J. Howard
1469 ~~Hauser~~
Oregon

Dear Mrs. Howard:

Mr. Frank D. Morgan, Assistant Division Engineer, reports that Friday afternoon he investigated the County parcel shown on the Assessor's records and found that it was a portion of State Highway Right of Way taken off the assessment rolls a few years ago to reduce your tax assessments. The fact that the State and County have joined in a vacation action will automatically return the old right of way to abutting owners. Your property will, therefore, extend to the center of the old pavement and, a road approach to connect with the county road will involve no culvert pipe and only a few yards of fill and some surfacing.

Mr. Morgan will contact the County Court or the County Engineer to make certain they have no objections and will then arrange with Mr. Gerald Wimer, District Maintenance Superintendent at Coquille, to have the necessary fill made and surfaced. This work was not listed in any of our agreements but is being undertaken by the State inasmuch as it became necessary on account of our highway improvements and, on account of no one being able to anticipate the difference in grade in the new county road and the old highway pavement. You realize, I am sure, that the existing barricade is for safety only and the matter of access was unintentionally overlooked.

The old highway right of way from north of the bridge to the county road corner near the post office was duly vacated and reverts to abutting property owners. So you will have your access over your own property. We are requesting Mr. Morgan and Mr. Wimer to construct a substantial barricade at the north end of the bridge, as you suggested, as a safety measure. They will also contact the County Engineer relative to the posting of a "Dead End" road sign near the corner of the store as you suggested.

We thank you for bringing these matters to our attention and trust we have arranged to care for them to your satisfaction.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
W. W. STIFFLER

RECEIVED
27 1954

By J A DeFrance
F. A. DeFrance
Assistant Maintenance Engineer

IAD:sb
cc- Mr. F. D. Morgan
Mr. Gerald Wimer
Mr. W. W. Stiffler

ASSIGNMENT

April 19, 1954 No. 1469 By [illegible]

Description: Letter from Mrs. Kaye J. Howard, Hauser, Oregon, dated April 15, relative to plans of the Highway Department for an access road to her property located at the end of the Hauser Bridge.

Acknowledged by _____ Referred to Mr. De France

__ Investigate and report with recommendation
x Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.
x Contact correspondent and report

PLEASE RETURN TO
W. W. STIFFLER
FOR FILING

Remarks: Have Division Office investigate and take such action as is indicated. Remove bridge.

Executed __________ Report Received April 27-54

Hauser, Oregon.
April 15th.1954.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir :

I wish ~~at~~ to make inquiry about your plans for us to have a road to the property at the end of the Hauser Bridge which I understand is to be torn out.

We arrived home from a trip to find that the Highway had put a fill and fence across the old Highway to connect with the road that goes up North Slough.

This completely shuts off all access to the property at the end of the Bridge on the right at the south end if the Bridge is taken out.

Had the fence been put at the South ~~side~~ end of the Bridge in place of where it is the old Highway would be our road to come up on to the cross road approach to the new Highway. As it is we are completely blocked off from this property, and we wish to know if it is your plans to make another road as access or leave the bridge so we can approach it from this side.

Thanking you

Yours Truly

Mrs Kaye J. Howard.

P.S.

We wish to be assured also that we will not be cut off from property directly at this north end of the Bridge also.

PLEASE RETURN TO
W. W. STIFFLER
FOR FILING

NOTED
W. W. STIFFLER

RECEIVED
FOR FILING

[illegible]

[illegible]

March 16, 1954

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3744 for work performed on the Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County was completed by the contractor, C. R. O'Neil, on January 9, 1954 and was formally accepted by the Highway Commission on February 24, 1954.

Final payment in the amount of $24,255.20 will be released to the contractor on or after March 26, 1954. The total contract amount is $805,703.40, of which amount $1113.26 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

3-2-54

FORM E-90 25M 9-51 92215

[illegible]

[illegible]

4810

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 10, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

In reply to the long winded letter from Earl Preston which is attached, I wish to advise that we have put a small amount of riprap along the dike at the outfall end of the culvert which has taken care of the matter.

The Legal Department has been so advised.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

Encl.

FORM E-123 90M REVISED 8-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

January 20, 1954

Flaxel & Todd
Attorneys at Law
Suite 210, I.O.O.F. Building
Post Office Box 876
North Bend, Oregon

Re: Kaye and Dora Howard
Log Dump
File No. 18805

Attention: Mr. Ben C. Flaxel

Gentlemen:

This is to acknowledge receipt of your letter of January 16, 1954, in regard to the above captioned file. Please be advised that the release, which you have in an executed form, is intended to and does cover the release of all of the option contractual provisions and any subsequent agreements or provisions of the warranty deed as given by your clients.

In regard to the possibility of damage to the dike as a result of the current of the North Slough, this matter has been referred to the Engineering Department for its investigation and consideration. It is the writer's understanding that in the event the dike is broken as a result of the current of the North Slough, your client's recourse against the State, if any, would be an action for damages not based upon contractual obligations.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

EARL M. PRESTON
Assistant Attorney

EMP:ap

cc W. C. Williams ✓

ASSIGNMENT

Date: January 25, 1954 No. 4810 By wcw

Description: Letter of January 18 from Earl Preston re Kaye and Dora Howard Log Dump, copy of letter of January 20 by Mr. Preston to Flaxel & Todd, and copy of letter of January ~~11~~ 16 by Ben C. Flaxel to Earl M. Preston

Acknowledged by____ Referred to __Smith ✓__

X Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.______
__ Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 2-16-54 Report Received______

FORM E-30 37,500 4-52 88806

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS

Salem, Oregon
January 18, 1954

SUBJECT: Kaye and Dora Howard
Log Dump
R/W File No. 18805

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

On or about Thursday, January 7, Mr. Ben C. Flaxel, attorney for Kaye and Dora Howard, R/W file No. 18805, called in regard to releases which were forwarded to his office for the signature of his clients with respect to their damage claim for the loss of use of their log dump as a result of the State agreeing to reconstruct their log pond by the first of November, 1952, as necessitated by the relocation of the North Slough of Coos Bay in the construction of the relocated Hauser-North Bend Section of the Oregon Coast Highway. Mr. Flaxel was concerned with the intended extent of the release and advised that at the present time the dike of the aforementioned North Slough was being undercut and otherwise damaged by the rush of the current of the North Slough when the tide gate located in the box culvert under said highway operated at low tides. I advised Mr. Flaxel that the release was intended to release all obligations of the State set forth in the option agreement and did not affect this alleged damage claim and he requested that this release be drawn in a more liberal manner. I advised Mr. Flaxel that I would discuss this with Mr. May and with Mr. Cooper of our Engineering Department and advise him accordingly.

Due to exigencies of other business, as of Friday, January 15, 1954, I had been unable to get Mr. May and Mr. Cooper together to discuss this matter and Mr. Flaxel again called from North Bend at which time we again discussed the provisions of the release and I advised again that it was my opinion that the release was primarily intended to and would release all contractual obligations on the part of the State and that the matter of the subsequent damage to the dike was an entirely different issue. In the course of our conversation it was agreed that said conversation was an off-the-record discussion and Mr. Howard stated that in his client's belief, and in his opinion, riprapping of the dike at the point of damage by the current of the North Slough would alleviate the damaging effect of said current. I questioned the advisability of riprapping in that it might adversely affect the log dump adjacent to the damaged point. Mr. Flaxel assured me that he did not think it would

NOTED
FORREST CO

bother the log dump and I suggested that he write setting forth his client's feelings toward riprapping, if the Engineering Department deemed this advisable. Attached hereto is a copy of the letter forwarded to this office under the date of January 16, 1954, together with a copy of my reply thereto.

The relocated channel of the North Slough flows in a general southwesterly direction through the box culvert under the new section of the Oregon Coast Highway and then takes a more or less abrupt turn south in the vicinity of the tide gate in the aforementioned box culvert. Mr. Howard is presently complaining of the flow of water from the box culvert at low tides cutting into and damaging the dike on the northwesterly side of the relocated channel, possibly endangering the low-lying land in the event that the dike was completely cut by the current. In the option agreement taken from Mr. Howard, the State was obliged to build a road on top of the dike for the benefit of Mr. Howard and one of his neighbors; this has been done but there is no duty on the State to maintain the dike or the road thereon, but it is Mr. Flaxel's contention that the location of the dike or the box culvert was not skillfully engineered and that the present damage could have been foreseen. This matter is called to your attention for your consideration of appropriate engineering action to be taken. It is the Legal Department's opinion that in the event the dike is completely severed, resulting in the flooding of Mr. Howard's low-lying land, an inverse condemnation type of proceeding may lie for damages sustained by Mr. Howard.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Earl M. Preston
EARL M. PRESTON
Assistant Attorney

EMP:ap

Enc.-2

cc Forrest Cooper
C. W. Enfield

C O P Y

FLAXEL & TODD
ATTORNEYS AT LAW
SUITE 210, I.O.O.F. BUILDING
POST OFFICE BOX 876
NORTH BEND, OREGON

January 16, 1954

Mr. Earl M. Preston
Assistant Attorney
Oregon State Highway Department
Salem, Oregon

Re: File #18,805
Kaye and Dora Howard Log Dump

Dear Mr. Preston:

Pursuant to your telephone conversation of yesterday I have been in touch with Kaye Howard concerning the rip-rapping of the north side of the dredged out channel of his log dump on which the access road is built to prevent any further caveins of this road. Mr. Howard desired that I inform you that he certainly would have no objection at all to the rip-rapping, and he also feels that this is the only way that this road will stay in, in view of the current caused by the tide box in North Slough over which the highway is constructed.

I trust that this is the information that you desire, and that we may have a confirming letter from your department stating that this will be taken care of. I hold in my file properly executed releases forwarded by you to send as soon as we have confirmation that you propose to rip-rap the dike on which the road is constructed.

Very truly yours,

FLAXEL & TODD

By /s/ Ben C. Flaxel

BCF:B

RECEIVED
FEB 8 - 1954
FOR FILING

February 5, 1954

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. E. O'Neil on contract No. 3744, for grading and paving on the Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County.

This payment, in the amount of $33,692.89, will be released to the contractor on or after February 15, 1954. The retained percentage is $24,168.50.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

TED ON CARD
2-5-54

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan. 30, 1954, 19

Section Hauser - Coos Bay

Kind of work Grade & Pave

Highway Oregon Coast

Section prefix 6 - 1045

Contractor C. R. O'Neil

Contract number 3744

Date of contract July 17, 1952, 19

Date of completion Aug. 31, 1953, 19

Date work started June 9, 1952, 19

Estimated date of completion Jan. 9, 1954, 19

Project Autho Excl. of Engr. ~~Amount of contract~~ $735,510.65

Per cent of time elapsed 129 %

Estimated cost of completed project, exclusive of engineering $804,15[illegible]07

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $51,000.00, 91 %

Date project was completed JAN 9, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate has been shipped from this office.

Map and profile still being held for additional notes to be placed thereon.

Party completed the right-of-way posts and pins, cast three concrete bench marks and rerun levels over entire project over permanent bench marks.

Final report.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

RECEIVED
FEB 1 1954
OFFICE OF
CONSTRUCTION ENGINEER

Signed C C Gall

Address Box 496, North Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.33	4.33	rock slope protection		4.33
Miles partially completed	All	All			All
Miles completed	"	"			"
Total estimated quantities	697,174	34,500	9889		15,898
Estimated quantities moved or placed to date	All	All	All		All
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	rain		
Tuesday	"		
Wednesday	"		
Thursday	misty		
Friday	pt cloudy		
Saturday	"		

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

January 27, 1954

SUBJECT:

J. K. Howard Log Dump
Hauser-Coos Bay Section
File 18805

To:

Forrest Cooper
Assistant Construction Engineer

NO
W. C. WILLIAMS

Dear Sir

Reply is made to your letter of January 21 concerning the J. K. Howard log dump and erosion down stream from the Hauser tide box. I inspected this last week while on a trip with H. G. Smith and find the following:

1. The current and eddy set up by water running through the partially opened tide gates during periods of out flow has caused some erosion on the northerly bank of the newly constructed channel. This is as shown on the attached print. Mr. Gall has made a report and Mr. Sage made an inspection and estimate of cost. Sage states that he can rip-rap the slope as required with broken concrete slab material which is now stockpiles in the yard at North Bend for a cost of $750.

2. Gall reports that Howard has complained about sand erosion off the cut slope opposite Station 7+ as shown on the attached print with the resultant flow into a drain ditch which drains a cranberry bog. I am instructing Sage, by a copy of this letter, to immediately clean this ditch.

3. Gall reports that Howard objects to the radius on the service connection road west of Station 3+70. This has nothing to do with the log dump and is not under travel as yet and not, I believe, a subject for debate, however, the radius can be very well widened with ditch cleaning. Sage will do this as indicated by his report which is attached.

Also, I attach Gall's report and ask him to submit a State Force Order in the amount of $750 to cover the cost of the slope protection. My personnel opinion of the channel erosion is that Howards complaint is not justified. I believe there was some wash immediately after the tide gates were placed but that the slope has now been adjusted to a point where no future erosion will occur.

Both Gall and Sage feel that I am wrong, hence, I go along with their recommendation for rip-rapping.

I have discussed with Mr. Astrup the matter of seeding the sand slope on the cuts which are causing erosion trouble and plugging of the cranberry bog drain and he informs me that his schedule contemplates mulching and seeding this slope within a very short time.

Very truly yours

Tom Edwards
Division Engineer

TE:ri

Enc.

cc D. J. Sage
C. C. Gall

RECEIVED
JAN 29 1954
OFFICE OF
CONSTRUCTION ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Coquille, Oregon
January 22, 1951

SUBJECT.

To: Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

Reference is made to your letter of January 13th, concerning various complaints by J. K. Howard, R/W file 18205, with respect to his log dump on the Hauser-North Bend section of the Coast Highway.

I have looked over the matter with Mr. Gall and feel that it would be advisable to protect the west side of the highway fill both north and south of the tide box and also the service road along the northerly side of the log pond out to the right-of-way line. It is estimated that this will cost $750.00 using the broken pavement piled at the North Bend shed. Mr. Gall will submit a State Force Order for this amount.

Foreman Wilson has been instructed to widen the approach road at Station 3 ⁄ 70 whenever ditch cleaning material is available.

Very truly yours,

D. J. Sage
District Maintenance Superintendent

DJS/vr

RECEIVED
FOR FILING

FORM E-30 20M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21, 1954

4810

To:
Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

SUBJECT:

Dear Sir:

The Legal Department tells us that Kaye Howard, through his attorney, Flaxel, is complaining that the dike downstream from the culvert with tide gate south of Hauser is eroding.

Please give me a report and recommendation.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams
C. W. Enfield

NOTED
W. M. STIFFLER

[illegible]

OREGON STATE [illegible] DEPARTMENT

[illegible]

[illegible]

To [illegible]
[illegible]
[illegible], Oregon

[illegible]

[illegible], which he be [illegible] being [illegible]

No. 1. There [illegible] the original [illegible] of the [illegible] road [illegible]. This appears to have been caused [illegible] deflected [illegible] Mr. Wilson, [illegible] I was looking the situation over [illegible] was not [illegible]

[illegible] not [illegible]

No. [illegible] culvert [illegible] the road. [illegible] through this culvert. [illegible] over [illegible] carried [illegible] drains [illegible] gravel in the [illegible] will be [illegible]

No. [illegible]

[illegible]

[illegible]

[illegible]

RECEIVED
JAN 22 1954
FOR FILING

[illegible]

[illegible]

January 20, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on January 9, 1954 on Contract No. 3744, Hauser-Coos Bay Section, in Coos County, in connection with Federal Aid Project No. RF-141 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[redacted]:ch

cc: John Cattrall

RECEIVED
FOR FILING

FORM E-30 25M 8-51 52315

[illegible]

[illegible]

AGENDA
JAN 21 1954

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 14, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place the following item on the agenda for the meeting of the Highway Commission to be held January 21-22, 1954:

Consider payment of $4500.00 to Kaye and Dora Howard as a compromise settlement of their claim for loss of use of log dumping facilities.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May Jr.
ROBERT L. MAY, JR.
Assistant Counsel

RLM Jr:fb

C.C.R

RM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
W. C. WILLIAMS
1st Asst. State Hwy. Engr.
W. W. STIFFLER
2nd Asst. State Hwy. Engr.
C. W. ENFIELD
Chief Counsel

AGENDA
JAN 21 1954

2-B

January 5, 1954

H B Glaisyer

Mr. Ben R. Chandler, Chairman
State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Chas. H. Reynolds
State Highway Commissioner
P. O. Box 898
La Grande, Oregon

Re: R/W File 18,805
Kaye and Dora Howard Log Dump
Hauser-North Bend Section
Oregon Coast Highway

Mr. M. K. McIver
State Highway Commissioner
225 S. W. Broadway
Portland 5, Oregon

Gentlemen:

There will be on the agenda at the next meeting for your consideration an item for the payment of $4500.00 to Kaye and Dora Howard as a compromise settlement of their claim for loss of use of their log dumping facilities.

In negotiations for acquisition of rights of way from Kaye and Dora Howard for the Hauser-North Bend Section of the Oregon Coast Highway the State agreed, as a condition set forth in the option, to relocate the Howard log pond after the change of channel of the north slough of Coos Bay was accomplished as necessitated by the alignment of said highway. The Engineering Department felt that this relocation of the log pond could be accomplished by November 1, 1952 and the aforementioned option agreement set forth this date as the date by which the State was to have accomplished the relocation of the Howard log pond, but due to very adverse weather conditions and unanticipated technical difficulties, coupled with the unforseen fluidness of slough bottom mud, the completion of the relocation of the log dump was not accomplished until the 31st of October, 1953.

The Howards have a lease agreement with the Coos Head Timber Company whereby Coos Head Timber Company has the exclusive use of the Howard log dumping facilities for a minimum payment of $500.00 per month with provisions for additional payments in the event that over a stipulated number of board feet of logs are dumped in the pond in any one year. The lessees of Howard have reduced their payment to the Howards by $3,000.00, the amount due in the 1952-53 period of the lease and have advised that they are going to reduce the payment to the Howards for the 1953-54 term of the lease another $3,000.00 in that it is their contention that the log dump was not operable from November 1, 1952 until approximately the first of November, 1953, a matter of 12 months at $500.00 a month making a total of $6,000.00 reduction in payments to the Howards. Our investigation shows that the log dump was actually operable approximately three months and might possibly have been used parts of the remaining nine month period with some additional expense on the part of the lessee.

By a negotiation with the Howards' attorneys the Howards have, at the present time, for the purposes of effectuating a compromise settlement, agreed to accept the sum of $4500.00 as a compromise settlement.

In the event that a compromise settlement is not effected at this time we are faced with an inevitable law suit, based on contract (option agreement) for $6,000.00 damages. Said law suit would revolve about only one question of fact for the jury to decide, that being the length of time the log dump was inoperable by reason of the State's relocation of the Hauser-North Bend Section of the Oregon Coast Highway.

It is my recommendation that the Commission accept the compromise offer and authorize payment in the amount of $4500.00 upon the basis of a release being obtained from the Howards.

Very truly yours,

C. W. ENFIELD
Chief Counsel

EMP:mbw
cc H. B. Glaisyer
R. H. Baldock
R. L. Porter
Forrest Cooper

4l

FORM E-123 80M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER*
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

BF-141(1)

NOTED
W. C. WILLIAMS

November 30, 1953

Oregon State Highway Commission

Gentlemen:

We have two projects which are now practically completed, and the final quantities have been quite accurately determined. It appears that on the two projects the project authorization will be overrun more than five per cent, the limitation.

On the Hauser-Coos Bay Section of US101 the cost will overrun the authorization by 7.6 per cent, or approximately $60,000. This overrun is occasioned entirely by two items which materially exceeded the anticipated amounts.

General Excavation overran $59,400, principally by greater subsidence than had been planned. Class "B" Asphaltic Concrete overran approximately $21,000 by reason of placing additional thicknesses on certain sections of the new highway where the subgrade could not be stabilized by ordinary methods. There were some underruns on other items, including an $8,300 underrun on Engineering, which resulted in the net overrun of $60,000.

On the Newport-Toledo Section of US20 the project authorization will be overrun approximately 5.96 per cent, or a total overrun of $67,000. The overrun on this project was caused almost entirely by slides occurring during the construction of the project. The increased cost is not only by reason of removal of slides and excess excavation but because of the necessity of installing large quantities of perforated metal drain pipe to eliminate the cause of the slides. Additional overrun was caused by necessity of installing more culvert pipe than had originally been anticipated.

Summing up the above, it is respectfully requested that you authorize additional project authorization of $60,000 on Contract No. 3744, Hauser-Coos Bay Section of the Oregon Coast Highway, and additional project authorization of $67,000 on Contract No. 3741, Newport-Toledo Section of US20.

yellow copy

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

RECEIVED
OCT 28 1953
FOR FILING

Fr 14 (13)

[illegible]

October 27, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 23 suggesting that, based on conditions encountered in an inspection trip of October 13, paving of Project BF-141 (13) be deferred until seasonal weather next summer.

We did have several short sections of rather soft base which showed a tendency to shove under traffic. We considered it highly desirable, however, to pave the section this year if we could, in order to protect the base from further saturation. As you know, in this coastal area the rainfall during the winter months is excessive, and it is quite often as late as June or July before drying conditions will permit placement of pavement.

We stabilized the weaker sections by the placement of additional asphaltic concrete, and on a few of the worst sections it was necessary to construct the pavement to a thickness of six inches. The work is now virtually complete, as the weather has been most excellent and the contractor has made remarkable progress. We anticipate that three more days of paving weather will permit the completion of all paving on the roadbed proper. There will, of course, be a few approaches and minor cleanup, including placement of some riprap, before the job is finally completed.

We shall be pleased to have you inspect this project next summer, so that you may determine satisfactoriness of the completed job.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc H G Smith

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

October 23, 1953

NOTED
W. C. WILLIAM

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A report of an inspection made October 13 on Project BF-141 (13), Hauser-Coos Bay Section of the Oregon Coast Highway indicates that despite a water saturated base and subgrade your engineers are permitting construction of the binder course. It was further indicated that construction of the asphaltic concrete pavement was to follow immediately. The binder course had already begun to shove, roll and breakup resulting in considerable distortion and pot-holing. Similar failures will occur to the pavement if laid this season on the water saturated base.

It is suggested that paving be deferred until next season after the binder and base course have been thoroughly aerated, dried out and recompacted.

Because of the base and binder condition, the project is rated as unsatisfactory. In the event you proceed with paving this fall as evidently proposed, this rating cannot be lifted until the roadbed has demonstrated its stability over a period extending until next summer at least.

Will you kindly advise us of your plans for completing the project.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
[illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

FORM E-30 25M 9-51 82318

1F 111(13)

3144

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 23, 1953

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The purpose of this letter is to confirm project authorization and costs on the Hauser-Coos Bay Section.

The original project authorization on this job is $791,826. Your estimated final cost of the project is $852,525. This indicates an overrun of all items of $60,699. Mr. Williams is asking approval of the Commission for this additional amount.

By my memo of October 8, 1953, you were authorized to place additional paving up to an amount of $10,000. You have now requested an additional 1500 tons of pavement, cost of which will be $12,375. I reiterate so that there may be no confusion. Mr. Williams will ask an increase in the project authorization to $852,525. If there is anything the matter with this arithmetic, let me know immediately.

You may place the additional 1500 tons of paving if you do not exceed the budget, as noted above.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

RECEIVED
OCT 16 1953
FOR FILING

[illegible]
3744

October 15, 1953

Mr. C. R. O'Neil
Box 42
Mitchell, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from September 1, 1953 to July 31, 1954 within which to complete your contract No. 3744, for grading and paving on the Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: Tom Edwards,
Division Engineer

C. C. Gall,
Resident Engineer

H. G. Smith,
Construction Engineer

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FOR FILING

FORM E-30 25M 9-51 62315

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 8, 1953

SUBJECT:

NOTED
W. C. WILLIAMS

To: Memo

Mr. Edwards reports the following in connection with the Hauser-Coos Bay Section of US101.

Starting at a point approximately a mile southerly from Hauser and for a total distance of approximately 1¼ miles, not continuous, the grade is soft and wet and in no condition for priming. The surface has been placed on this section but under the action of trucks, water and silt is pumping through the surfacing. He reports that in sections the condition is closely akin to quicksand.

The graded section was topped with 12 inches of sand and 5 inches of base rock (2½"-0) and 1½ inches of 3/4"-0 levelling course.

Edwards proposes as a solution to cover these soft spots with 1½ to 2 inches of AC placed ahead of the base course paving.

The prices of surfacing and paving materials on this job are as follows:

2½"-0 material in base, $3.85 per cubic yard.
3/4-0 material in base, $4.25 per cubic yard.
Asphaltic concrete, $8.25 a ton.

On the basis of cost, Mr. Edwards feels that it is more feasible to correct the condition with AC than with additional base course materials. He has been granted authority to place up to 1200 tons maximum and instructed to use only what he considers to be the necessary amount. After the grade has been stabilized by these means, it is proposed to start the paving from the southerly end of the project and place the 2 inch base course.

OK
WCW
Smith
advised

Edwards states that, in his opinion, it is not feasible to attempt to put truck traffic over the 2 inch base course as he fears failures due to the instability of the grade. If it is proposed to open this section to all traffic, he recommends that the full 3½ inches be placed before traffic is allowed on the road, and it is further belief at this time, that an additional 1½ inches of AC will be necessary on certain sections before a stable roadbed is obtained.

Edwards reports that as long as the weather remains dry the condition is slowly improving. Heavy rains will shut the project down entirely.

The project authorization is $791,826, the estimated cost at this time, not including additional paving, is $829,892, the cost of the additional paving to be used in an attempt to stabilize the grade is $10,000.

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc 2 - W. C. Williams
1 - Tom Edwards

RECEIVED
FOR FILING

September 22, 1953

Request for extension of time
No. 28
September 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from C. R. O'Neil for an extension of time on the Hauser-Coos Bay Section, Contract No. 3744, from October 31, 1953 to July 31, 1954.

A decided increase in quantities over the original plans due to fill settlement, and the failure of the contractor for the Haynes Slough bridge to complete his project in the anticipated time, prevented the contractor from placing the required riprap material and doing the paving before winter rains set in.

I recommend the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

HGS lg

RECEIVED
SEP 17 1953
FOR FILING

BF-141(13)

[illegible]

September 16th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Hauser-Coos Bay Contract #3744, Oregon BF-141(13), from October 31st, 1953, to July 31st, 1954, to C. R. O'Neil, contractor.

A decided increase in quantities over the original plans due to fill settlement and the failure of the contractor for the Haynes Slough Bridge to complete his project in the anticipated time prevented the contractor from placing the riprap material and getting the paving done within the normal operating season.

The delay was not due to any fault of the contractor, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

K

cc to: H. G. Smith

RECEIVED
[illegible]
FOR FILING

July 27, 1953

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Dear Mr. Chandler:

I am writing to you about my phone call of last Friday noon.

C. R. O'Neil, on the Hauser-Coos Bay Section, is now working two 10-hour shifts, five days a week. He is averaging 5,000 cubic yards per day of excavation, and has 94,000 cubic yards to go. He will complete in 20 working days or approximately by the middle of August. The placement of 32,000 cubic yards of rock and 12,500 tons of A.C. is necessary to build the foundation and pavement. He should start paving by about the middle of September and finish about the middle of October, providing fall weather permits.

If it is not possible to pave, we will place a double prime coat and perhaps have enough time to get the 2-inch base course on. The bridge will be open October 10.

We will keep our eye on this job and do everything possible to insure that it can be traveled this winter.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

RECEIVED
JUN 3 - 1953
FOR FILING

[illegible]-141[illegible]

-744

Salem, Oregon
June 2, 1953

Mr. R. H. Baldock

I have caused an investigation to be made as to probable overrun of quantities on the Hauser-Coos Bay Section and a study to determine if the anticipated overrun could be decreased. Mr. Edwards had recently advised that there would be an overrun of approximately $80,000 on this project, or approximately 10 per cent of the project authorization. A recheck indicates that in computing the overrun no credit had been given to unused contingency fund and contract items on which there would be an underrun. A revaluation on this basis indicates that the overrun would be $59,000, or approximately seven per cent.

Studies further indicated that another $20,000 could be saved if the crushed rock surfacing materials and asphaltic concrete paving be held to the net quantities, and this we will attempt to do. If the additional $20,000 can be saved, the total overrun will be approximately $39,000, which is within the five per cent limitation.

Practically all of the overrun has been caused by an excess in excavation quantities by reason of a 130,000-yard increase in embankment quantities as a result of subsidence. The subsidence was originally estimated at approximately 28,000 cubic yards, as compared with the actual subsidence of 130,000 yards as indicated above. Instructions have been given to make every effort to keep the surfacing and paving items within net quantities, and at this moment it does not appear that the overrun on the project will be over the allowable limit.

W. C. Williams

WCW:mm

cc Mr. H. G. Smith
Mr. Tom Edwards

RECEIVED
JUN 3 - 1953
FOR FILING

FP-141([illegible])

-744

Salem, Oregon
June 2, 1953

Mr. R. M. Baldock

I have caused an investigation to be made as to probable overrun of quantities on the Hauser-Coos Bay Section and a study to determine if the anticipated overrun could be decreased. Mr. Edwards had recently advised that there would be an overrun of approximately $80,000 on this project, or approximately 10 per cent of the project authorization. A recheck indicates that in computing the overrun no credit had been given to unused contingency fund and contract items on which there would be an underrun. A revaluation on this basis indicates that the overrun would be $59,000, or approximately seven per cent.

Studies further indicated that another $20,000 could be saved if the crushed rock surfacing materials and asphaltic concrete paving be held to the net quantities, and this we will attempt to do. If the additional $20,000 can be saved, the total overrun will be approximately $39,000, which is within the five per cent limitation.

Practically all of the overrun has been caused by an excess in excavation quantities by reason of a 130,000-yard increase in embankment quantities as a result of subsidence. The subsidence was originally estimated at approximately 28,000 cubic yards, as compared with the actual subsidence of 130,000 yards as indicated above. Instructions have been given to make every effort to keep the surfacing and paving items within net quantities, and at this moment it does not appear that the overrun on the project will be over the allowable limit.

W. C. Williams

WCW:mm

cc Mr. H. G. Smith
Mr. Tom Edwards

FORM E 30 25M 9 51 92319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11th, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

In regard to the overrun on the Hauser-Coos Bay Section, I am attaching letter from Mr. Morgan showing the amount and reason for the overrun on the grading quantities, and a letter from Mr. Gall bringing the quantity summary sheet up to date and advising that the first estimate of $80,000 was somewhat in error.

I think another $20,000 can be eliminated by holding the crushed rock surfacing material and the asphaltic concrete to the net quantities. This would bring the overrun down to the allowable 5%.

The overrun in grading quantities is largely due to:

1. The fact that the Soils Department furnished a ridiculously low subsidence factor for the ~~river~~ bay crossing.

2. The excavation for the channel change exceeded the estimate by some 13,000 yards, and the material was unsuitable for roadbed construction and had to be wasted.

3. The original cross sections through the low fills from Station 0, Hauser, to Station 130 were based on $1\frac{1}{2}$:1 slopes, but inadvertently our typical section was shown on the plans, which called for 3:1 slopes.

It did not appear that the fill slopes were quite out to 3:1, and consequently, I instructed the resident engineer to finish them off as they were without using additional material.

The division engineer had considered reducing the fill across the bay to 2:1 slopes, but I considered this extremely inadvisable, as it would greatly increase the maintenance cost on the riprap and probably result in a claim by the contractor, since the bridge will not be finished until November, and, therefore, he will have to place his riprap after the paving has been done. Since a bulldozer can work along a 3:1 slope but cannot do so on a 2:1 slope, some different method of handling the riprap other than bulldozer placing would have to be devised, which undoubtedly would cause a claim by the contractor.

If the roadbed is as stable as it appears, I think we can hold the quantities to less than a 5% overrun. Any further reduction would result in an inferior job and increased maintenance costs. I am, therefore, advising the division engineer to retain the 3:1 slopes across the bay area.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

North Bend, Ore.
May 7, 1953

SUBJECT: **Hauser - Coos Bay**

To:

Mr. Forrest Cooper,
Ass't Construction Engr.
Salem, Oregon

Dear Sir:

In answer to your telephone request of May 6th am sending in a revised estimate of cost for the Hauser - Coos Bay Project, Prefix 6 - 1045.

This estimate does not agree with the amounts on the request "Authority to Over-Run Contract Amount" made out March 18th. At that time we were not nearly as familiar with this job as we are now.

We have been able to cut down on some quantities since that time. Mostly due to changes in fill slopes.

General Excavation down 7,500 cu. yds.

Some decrease in estimated culvert quantities.

Decrease in Rock Slope Protection due to change in slope conditions on the fill in the bay. Included in this item however, is 1,000 cu. yds. for Station 140+50 to 156+0 where none had been allowed. These are all sand fills into the water and though not subject to severe wave action they will be continously erroded away unless protected.

Estimate for Class "A" Concrete and Reinf. Steel has been cut to net quantities. These items may even slightly less after construction.

Eliminated the Extra Work item "Move Power Poles" for $1,200.00. There should be no charges from utilities.

Item #10, Perforated Drains has been increased. The grading has progressed to where the need for this is now more apparent.

No changes made in Items #21 to #31 incl. I believe we will need all of Item #21, Sight Posts, because of fog conditions on this section.

Item #22, Guard Rail. The contractor was given an order for the contract amount at the start of the job as steel was in short supply at that time and he now has it all on hand. I believe we will find good use for it all.

Enough of Item #23, 2½" - 0 Material in Base, has already been used to warrant retaining the allowance in the estimate.

Very little, if any, of Items #24 to #31 have been used to-date. Not knowing any nearer the exact quantities needed than was known at the making of the original estimate, these have not been changed.

FORM E-30 25M 9-51 82915

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

North Bend, Ore.

May 6, 1953

SUBJECT: Hauser - Coos Bay

To:

2 of 2

The main reason this estimate differs from the Authority for Over-Run previously sent in I find is due to the under-runs listed here plus the fact that the over-runs previously listed were added to the original project authorization with no credit being given for monies still in the contingent fund.

Very truly yours,

C C Gill

Resident Engineer

cc Tom Edwards

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Roseburg, Oregon

April 23, 1953

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer

Attn: Mr. Forest Cooper

Dear Sir:

In answer to your telephone request for information regarding our request for authority to over-run the "Hauser-Coos Bay Section" of the Oregon Coast Highway, I submit herewith, in tabular form a comparison between Contract Profile embankment and excavation quantities and the cross-section embankment and excavation quantities.

It would appear from this comparison that certain facts are true:

1. The excavation for the channel change for the log pond is exceeding the estimated quantity by 13,000 cubic yards.

2. The material in the channel change was unsuitable for roadbed construction making it necessary to borrow 7,321 cubic yards to construct the road connection easterly from Station 28+00. More material will be needed to complete this connection.

3. From Station 17+78 to Station 147+00 an allowance for subsidence of 20,128 cubic yards was made for a total embankment yardage of 155,260 cubic yards. This is an allowance of approximately 13% which in fact was not enough.

4. From Station 0+00 to Station 160+00 on the construction sections it appears that we will balance out with enough excavation to make the necessary embankments. Over this section the plans show 194,315 cubic yards of embankment and 210,023 cubic yards of excavation, this gives an allowance of 100% - 92.5% or 7.5% for shrinkage and subsidence.

Construction sections show a total of 202,472 cubic yards of embankment and 291,627 cubic yards of excavation, this gives an allowance of 100% - 69.4% or 30.6% required for shrinkage and subsidence.

5. From Station 179+20 to Station 215+40 an allowance for subsidence of 8,050 cubic yards was made for a total embankment yardage of 196,475 cubic yards. This is an allowance of 4.1% across the mud flats from the headlands to the Haynes Slough Bridge. We have no way of knowing as yet just what this allowance should be

but we have estimated that it may be as high as 30% or approximately 85,600 cubic yards.

6. The tabulation shows that the use of 3:1 slopes throughout the project (a change from 1-1/2:1 slopes between Station 0+00 to Station 179) has required the construction of 26,420 cubic yards of additional embankment.

7. From the above statements we arrive at the following reasons for an over-run in the excavation quantities.

Channel Change Shortage	13,000 c.y.
Road Connection @ 28+00	7,321 c.y.
Subsidence 0+00-160	52,600 c.y.
Subsidence 180-215+40	77,550 c.y.
Change in slope 0+00-179	26,420 c.y.
Total Additional	176,891 c.y.
Net Quantity (Contract)	512,001 c.y.
Total Quant. (Contract)	688,892 c.y. 563,000 c.y.
Anticipated over-run in excavation quantities	125,892 c.y.

This figure of 125,892 cubic yards additional excavation compares approximately with 122,000 cubic yards as stated in our request to over-run this project.

Another method of estimating the subsidence on this project can be arrived at by the use of the attached list of test holes to determine the depth of the fill below original ground.

From Station0+00 to 116 the test holes indicate a subsidence of approximately 2.0 feet under fills of 6 feet average height. From Station 181 to 186 the test holes indicate a subsidence of approximately 4.0 feet under fills of 15 feet average height.

This would indicate a loss of 33% due to subsidance for fills from Station 0+00 to 116 andd a loss of 25% due to subsidence from Station 181 to 186.

It is anticipated that some savings may be made by using 2:1 slopes instead of the 3:1 specified by the plans on sections of this project which have not as yet been constructed.

Very truly yours,

Tom Edwards
Division Engineer

By

F. D. Morgan
Ass't. Div. Engr.

RECEIVED
APR 2 [illegible]
OFFICE OF
CONSTRUCTION ENGINEER

FDM:db
cc: C. C. Gall

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

STATE PRINTING DEPT.

Hauser - North Bend

Profile Quantities

Sta	to	Sta	Exc.	Emb.	Allow. Subsidence	Total Emb	% Allow for Subsidence
0+00		17+69	45,200	9,428		9,428	
Channel Change			22,200				
17+78		33+50		43,605	4,019	47,624	8.2%
32+50		38+00	23,877				
36+50		52+00		9,678	2,251	11,929	23.3%
48+00		49+50					
50+50		56+00	12,739				
55+50		66+00		10,720	2,421	13,141	22.6%
65+00		67+50	14,007				
67+00		77+00		8,512	1,338	9,850	15.7%
76+50		79+50	19,901				
79+00		104+50		19,438	5,063	24,501	26.0%
98+50		107+00	21,755				
105+50		123+00		13,507	2,474	15,981	18.3%
120+50		129+50	30,228				
125+50		147+50		49,800	2,562	52,362	5.1%
139+00		144+00	5,939				
146+00		153+00	25,732				
153+00		156+00		9,499	-	9,499	0%
156+17		179+10	247,965				
169+50		173+50		7,819	-	7,819	0%
179+20		215+40		196,475	8,050	204,525	4.1%
222+00		235	42,453	37,652	-	37,652	0%
			511,996	416,133	28,178	444,311	6.8%

* These cuts have been widened or have flatter slopes than called for by the original plans

X-Section Quantities

SHEET .... OF .... SHEETS

Exc	Emb		Emb increase due to slope change
*66,038	13,770		4,342
35,000			
	7,321	← Conn. Rd.	
	46,430		2,825
*39,502			
	12,033		2,355
187			
11,795			
	12,666		1,946
13,968			
	10,376		1,864
*29,021			
	24,101		4,663
*34,916			
	15,912		2,405
*54,854			
	(Estimated) 59,863	2:1 Sl. - 7,000	3,092
(Estimated) *12,916			
*28,250			
	12,427		2,928
*272,687			
	7,003		No change Planned
	199,759		No change Planned
47,910	40,234		"
647,044	461,895		26,420
-35,000			
612,044			

Contract Quantities

Net Q	512,001	Cu. yd.
Allow	50,999	Cu. yd.
Total	563,000	Cu. yd.

X-Section Quantities

Net Q	647,044	Cu. yd.
	+34,390	(Estimated Subsidence & Sh.)
Total	681,434	Cu. yd.
	-563,000	
Over-run on Cont Total	118,434	Cu. yd.

—8-40

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

Hauser - North Bend

Profile Quantities

STATE PRINTING DEPT.

Sta	to	Sta	Exc.	Emb.	Allow. Subsidence	Total Emb	% Allow. for Subsidence		E
0+00		17+69	45,200	9,428		9,428			*66.
Channel Change			22,200						35.
17+78		33+50		43,605	4,019	47,624	8.2%		
32+50		38+00	23,877						*39
36+50		52+00		9,678	2,251	11,929	23.3%		
48+00		49+50							
50+50		56+00	12,739						11,
55+50		66+00		10,720	2,421	13,141	22.6%		
65+00		67+50	14,007						13,
67+00		77+00		8,512	1,338	9,850	15.7%		
76+50		79+50	19,901						*29
79+00		104+50		19,438	5,063	24,501	26.0%		
93+50		107+00	21,755						*34
105+50		123+00		13,507	2,474	15,981	18.3%		
120+50		129+50	30,228						*54
125+50		147+50		49,800	2,562	52,362	5.1%		
139+00		144+00	5,939						Estim *12.
146+00		158+00	25,732						*28
153+00		156+00		9,499	–	9,499	0%		
156+17		179+10	247,965						*27.
169+50		173+50		7,819	-	7,819	0%		
179+20		215+40		196,475	8,050	204,525	4.1%		
222+00		235	42,453	37,652	-	37,652	0%		40
			511,996	416,133	28,178	444,311	6.8%		64
									-33
									61

* These cuts have been widened or have flatter slopes than called for by the original Plans.

X-Section Quantities

Exc	Emb		Emb increase due to slope change
*66,038	13,770		4,342
35,000			
	7,321 46,430	← Conn. Rd.	2,825
*39,502			
	12,033		2,355
187			
11,795			
	12,666		1,946
13,968			
	10,376		1,864
*29,021			
	24,101		4,663
*34,316			
	15,912		2,405
*54,854			
	(Estimated) 59,863	3:1 Sl. - 7,000	3,092
(Estimated) *12,916			
*28,250			
	12,427		2,928
*272,687			
	7,003		No change Planned
	199,759		No change Planned
47,910	40,234		"
647,044	461,895		26,420
-35,000			
612,044			

SHEET .... OF .... SHEETS

Contract Quantities

Net Q	512,001	cu. yd.
Allow	50,999	cu. yd.
Total	563,000	cu. yd.

x-Section Quantities

Net Q	647,044	cu. yd.
	+34,390	(estimated subsidence f.S.)
Total	681,434	cu. yd
	-563,000	
Over-run on Cont. Total	118,434	cu. yd.

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET 1 OF 3 SHEETS

Hauser - Coos Bay Section Oregon Coast Highway Coos County

Profile 6-1045 Contract # 3744 Fed. Aids # FF - 141 (13)

Station		Top of Topping Grade	Orig. Grnd.	Bottom of Hole		Depth of Fill When Bored	Subsidence	Remarks	
19+50	C	18.4	3.3	0.9			-2.4	Hit Mud	
	LX		3.0	1.0			-2.0	Did not reach Mud	
	Rx		3.1	1.1			-2.0	Hit Mud	
22+00	C	15.0	3.2	1.5			-1.7	Hit Mud	
	L		2.6	4.2			(+ 1.6)	Hit top of dike	
	R		3.0	1.8			-2.2	Hit Mud	
23+50	C	13.1	3.4	0/7			-2.7	Hit Mud	
	L		3.2	1.4			-1.8	Hit Mud	
	R		3.2	1.0			-2.2	Hit Mud	
Approach or Connecting road East from Sat. 28+00 to Old Highway 101 (Across Swamp)									
2+00	C	9.3	5.2	0.3		8.8	-4.9	Hit Mud	
	R		5.1					Hole Caved In	
	L		5.3	-0.7		10.2	-6.0	Hit Mud	
5+00	C	9.3	4.8	1.6		6.4	- 3.0	Hit Mud	
	R		5.0	2.8		5.1	- 2.2	Hit Mud	
	L		4.7	2.2		5.8	- 2.5	Hit Mud	
7+00	C	9.3	4.9	3.3		4.0	- 1.6	Hit Mud	
	R		4.5	3.5		4.1	- 1.0	Hit Mud	
	L		5.3	2.5		4.6	- 2.5	Hit Mud	

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET 2 OF 3 SHEETS

Hauser - Coos Bay Sect 1 Oregon Coast Highway Coos County

Prefix 6-1045 Contract # 3744 Fed. Aide # FP - 141 (13)

Station		Top of Topping Grade	Orig. Grnd.	Bottom of Hole		Depth of Fill When Bored	Subsidence	Remarks
39+50	C	9.3	5.5	3.5		5.5	-2.0	Hit Old Topsoil
	L		4.3	3.6		5.6	-0.7	Hit Old Topsoil
44+50	C	9.3	4.2	1.4		7.0	-2.8	Hit Old Topsoil
	R		4.2	3.3		5.0	-0.9	Hit Old Topsoil
								Hit rocks in fill
58+00	C	9.3	3.2	-		-	-	
	R		6.2	4.6		4.7	-1.6 ~~xx~~	
73+50	C	9.3	3.7	2.7		6.7	-1.0	Hit old Topsoil
	L		3.7	2.3		7.0	-1.4	Hit Old Topsoil
84+50	C	9.3	3.5	1.8		8.0	-1.7	Hit Mud
	R		3.6	2.3		7.2	-1.3	Hit Mud
92+50	C	9.3	5.3	3.2		6.5	-1.1	Hit Mud
112+50	C	9.3	4.7	4.0		4.4	-0.7	Hit Mud
116+00	C	9.3	3.7	2.7		4.9	-1.0	Hit old Topsoil
	R		3.6	2.7		5.2	-0.9	Hit old Topsoil

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET 3 OF 3 SHEETS

Hauser - Coos Bay Section Oregon Coast Highway Coos County
Prefix 6-1045 Contract # 3744 Fed. Aide # DF 141 (13)

Station	Top of Topping Grade	Orig. Ground	Bottom of Hole		Depth of Fill When Bored	Subsidance	Remarks	
181+00 C	11.6	- 2.4	- 5.9		12.9	- 3.5	Hit Mud	
R		- 3.0	- 5.3		12.3	- 2.3	Hit Mud	
L		- 2.4	- 9.1		16.1	- 6.7	Hit Mud	
184 + 00 C	11.6	- 2.6	- 5.3		12.3	- 2.7	Hit Mud	
R		- 2.6	- 6.5		13.5	- 3.9	Hit Mud	
L		- 2.6	- 7.8		14.8	- 5.2	Did not reach mud, Fill too hard to bore	
186 +00 C	11.6	- 2.8	- 6.1		13.1	- 3.3	Hit Mud	
R		- 3.0	- 7.9		14.9	- 4.9	Hit Mud	
L		- 2.8	- 7.5		14.5	- 4.8	Did Not reach Mud, Fill too hard to bore	

Form E-[illegible]

OREGON STATE HIGHW DEPARTMENT—MONTHLY PROJECT COST PORT

Section Hauser-Coos Bay
Kind of work Grading and Paving
Contractor C. R. O'Neil
County Coos
Highway Oregon Coast
Date of award June 17, 1952
Work done to May 10, 1953
Specified date of completion August 31, 1953
Estimated date of completion Sept 30, 1953
Estimate No. 11
Contract No. 3744
Job prefix 6-1045

Sheet 1 of ~~2~~ 3 Item	Unit	Unit Price		Original Authorization Quantity	Original Authorization Amount		Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount		Performed to Date Quantity	Performed to Date Amount		To Complete Project Quantity	To Complete Project Amount		Performed Since Last Esti Quantity	Performed Since Last Esti Amount
1. Clearing and Grubbing	Lump Sum				$ 36,000	00	All Spec	36,000	00								
2. Structural Excavation, Unclassified	cu.yd.	$ 3	00	1,540	4,620	00	3,400	10,200	00								
3. Trench Excavation, Unclassified	cu.yd.	3	00	930	2,790	00	930	2,790	00								
4. General Excavation, Unclassified	cu.yd.	0	45	563,000	253,350	00	677,500	304,875	00								
5. Short Overhaul	yd.sta.	0	015	1661,000	24,915	00	2,000,000	30,000	00								
6. Long Overhaul	C- yd.sta.	0	40	43,600	17,440	00	50,000	20,000	00								
7. Rock Slope Protection	cu.yd.	3	00	14,500	43,500	00	12,000	36,000	00								
8. Finishing Roadbed & Slopes	mile	1000	00	4.39	4,390	00	4.39	4,390	00								
9. Rounding Cutbanks	lin.ft.	0	12	8,700	1,044	00	8,700	1,044	00								
10. 6" Perforated Metal Drain Pipe, Coated	lin.ft.	2	25	430	967	50	1,400	3,150	00								
11. 12" Concrete Pipe	lin.ft.	2	50	110	275	00	321	802	50								
12. 18" Concrete Pipe	lin.ft.	4	00	1,200	4,800	00	1,572	6,288	00								
13. 24" Concrete Pipe	lin.ft.	5	00	600	3,000	00	858	4,290	00								
14. 30" Concrete Pipe	lin.ft.	8	00	320	2,560	00	363	2,904	00								
15. Salvaging Culvert Pipe	lin.ft.	2	00	80	160	00	138	276	00								
16. 3/8" - 0 Backfill in Drains	cu.yd.	6	00	80	480	00	380	2,280	00								
17. Untreated Lumber in Pipe Cradles	M-FBM	225	00	12	2,700	00	26	5,850	00								
18. Class "A" Concrete	cu.yd.	75	00	30	2,250	00	25	1,875	00								
19. Metal Reinforcement	lb.	0	14	3,400	476	00	3200	448	00								
Sub-Totals					$ 405,717	50		473,462	50								

(a)

(b)

Instructions: If an increase in construction authorization has been approved by the Highway Commission show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b".
Do not include "materials on hand" in any amounts shown on this form.

C C Gall, Engineer in Charge

Form E-36-

OREGON STATE HIGHWAY DEPARTMENT—MONTHLY PROJECT COST REPORT

Section Hauser-Coos Bay
Kind of work Grading and Paving
Contractor C. R. O'Neil

County Coos
Highway Oregon Coast
Date of award June 17, 1952

Work done to May 10, 1953
Specified date of completion August 31, 1953
Estimated date of completion Sept 30, 1953

Estimate No. 11
Contract No. 3744
Job prefix 6-1045

Sheet 2 of ~~2~~ 3 Item	Unit	Unit Price	Original Authorization Quantity	Original Authorization Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Date Quantity	Performed to Date Amount	To Complete Project Quantity	To Complete Project Amount	Performed Since Last Estimate Quantity	Performed Since Last Estimate Amount
Subtotal Carried Forward				$405,717 50		473,462 50						
20. Concrete Catch Basins	each	$100 00	1	100 00	2	200 00						
21. Concrete Sight Posts	each	8 00	150	1,200 00	150	1,200 00						
22. Galvanized Metal Guard Rail	lin.ft.	3 00	8,800	26,400 00	8,800	26,400 00						
23. 2½" -0 Material in Base	cu.yd.	3 85	24,000	92,400 00	24,000	92,400 00						
24. 3/4" - 0 Material in Base and Shoulders	cu.yd.	4 25	10,300	43,775 00	10,300	43,775 00						
25. Sprinkling	M-gal.	2 50	1,100	2,750 00	1,100	2,750 00						
26. Preparation of Base	mile	200 00	4.39	878 00	4.39	878 00						
27. 3/4" - 0 Material in Binder Course	cu.yd.	5 00	600	3,000 00	600	3,000 00						
28. RC-3 Asphalt in Binder Course	ton	60 00	100	6,000 00	100	6,000 00						
29. Class "B" Asphaltic Concrete	ton	8 25	13,300	109,725 00	13,300	109,725 00						
30. RS-1 Emulsified Asphalt	ton	60 00	60	3,600 00	60	3,600 00						
31. Aggregate in Seal Coat	cu.yd.	6 00	350	2,100 00	350	2,100 00						
(Subtotal, Contract Bid Items)				697,645 50		765,490 50						
Horizontal Drains				2,500 00		2,500 00						
Move Power Poles				1,200 00								
Seed and Plant Slopes				2,500 00		2,500 00						
Contingencies				31,673 05								
Engineering				56,307 64		56,307 64						
Totals				$ 791,826 19		826,798 14						

(a)

(b)

C C Gall, Engineer in Charge

Instructions: If an increase in construction authorization has been approved by the Highway Commission show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b".
Do not include "materials on hand" in any amounts shown on this form.

OREGON STATE HIGHWAY DEPARTMENT—MONTHLY PROJECT COST REPORT

Section Hauser—Coos Bay
Kind of work Grading & Paving
Contractor C. R. O'Neil
County Coos
Highway Oregon Coast
Date of award June 17, 1952
Work done to May 19, 1953
Specified date of completion Aug. 31, 1953
Estimated date of completion Sept. 30, 1953
Estimate No. 11
Contract No. 374
Job prefix 6-10

Item	Unit	Unit Price	Original Authorization Quantity	Original Authorization Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Date Quantity	Performed to Date Amount	To Complete Project Quantity	To Complete Project Amount	Performed Since Last Quantity	An
ect 3 of 3				791,826 19		826,798 14						
btotal Carried Forward												
A. #1 Falling, Buckings Cold-decking & Slash Burning	M-FBM	18 00	600	10,800 00	600	10,800 00						
.#2 Salvage & Relay pipe	Lin ft.	0 80	280	224 00	280	224 00						
4" Sewer Pipe	" "	0 70	50	35 00	50	35 00						
6" Sewer Pipe	" "	1 00	33	33 00	33	33 00						
.#5 Extra Clear & Grubb	Acre	900 00	9	8,100 00	9	8,100 00						
A. #6 2x6 Tongue & Groove	FBM	382 00	500	191 00	500	191 00						
W.O. #1 Oiling Sandslopes				1,500 00		1,500 00						
W.O. #2 Oiling Detours				469 57		469 57						
F.O. #263 Wood Guard Rail & Posts				280 00		280 00						
tock Fence (option #18814)	Rod	5 00	442		442	2,210 00						
Totals				791,826 19		859,640 73						

(a)

(b) 7.43%

Instructions: If an increase in construction authorization has been approved by the Highway Commission show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b".
Do not include "materials on hand" in any amounts shown on this form.

Form E-[illegible]-

OREGON STATE HIGHWAY DEPARTMENT—MONTHLY PROJECT COST REPORT

Section Hauser-Coos Bay
Kind of work Grading and Paving
Contractor C. R. O'Neil

County Coos
Highway Oregon Coast
Date of award June 17, 1952

Work done to May 10, 1953
Specified date of completion August 31, 1953
Estimated date of completion Sept 30, 1953

Estimate No. 11
Contract No. 3744
Job prefix 6-1045

Sheet 1 of ~~1~~ 3 Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performed to Date		To Complete Project		Performed Since Last Esti	
				Quantity	Amount		Quantity	Amount		Quantity	Amount	Quantity	Amount	Quantity	Amount
1. Clearing and Grubbing	Lump Sum				$ 36,000	00	All Spec	36,000	00						
2. Structural Excavation,															
Unclassified	cu.yd.	$ 3	00	1,540	4,620	00	3,400	10,200	00						
3. Trench Excavation,															
Unclassified	cu.yd.	3	00	930	2,790	00	930	2,790	00						
4. General Excavation,															
Unclassified	cu.yd.	0	45	563,000	253,350	00	677,500	304,875	00						
5. Short Overhaul	yd.sta.	0	015	1661,000	24,915	00	2,000,000	30,000	00						
6. Long Overhaul	C- yd.sta.	0	40	43,600	17,440	00	50,000	20,000	00						
7. Rock Slope Protection	cu.yd.	3	00	14,500	43,500	00	12,000	36,000	00						
8. Finishing Roadbed & Slopes	mile	1000	00	4.39	4,390	00	4.39	4,390	00						
9. Rounding Cutbanks	lin.ft.	0	12	8,700	1,044	00	8,700	1,044	00						
10. 6" Perforated Metal Drain															
Pipe, Coated	lin.ft.	2	25	430	967	50	1,400	3,150	00						
11. 12" Concrete Pipe	lin.ft.	2	50	110	275	00	321	802	50						
12. 18" Concrete Pipe	lin.ft.	4	00	1,200	4,800	00	1,572	6,288	00						
13. 24" Concrete Pipe	lin.ft.	5	00	600	3,000	00	858	4,290	00						
14. 30" Concrete Pipe	lin.ft.	8	00	320	2,560	00	363	2,904	00						
15. Salvaging Culvert Pipe	lin.ft.	2	00	80	160	00	138	276	00						
16. 3/8" - 0 Backfill in Drains	cu.yd.	6	00	80	480	00	380	2,280	00						
17. Untreated Lumber in															
Pipe Cradles	M-FBM	225	00	12	2,700	00	26	5,850	00						
18. Class "A" Concrete	cu.yd.	75	00	30	2,250	00	25	1,875	00						
19. Metal Reinforcement	lb.	0	14	3,400	476	00	3200	448	00						
Sub-Totals					$ 405,717	50		473,462	50						

Instructions: If an increase in construction authorization has been approved by the Highway Commission show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b".
Do not include "materials on hand" in any amounts shown on this form.

(a)

(b)

C C Gall, Engineer in Charge

RECEIVED
FEB [illegible] 53
FOR FILING

BF 141(13)

3744

February 4, 1953

Mr. A. F. Bester
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of January 29, 1953, requesting a comparison to support the price of $900.00 per acre on Price Agreement No. 5, Hauser-Coos Bay Section, Contract No. 3744, Project No. BF-141 (13).

There were approximately 40 acres of clearing on this project, bid in lump sum of $36,000.00 by C. R. O'Neil. A portion of the clearing was heavy, being worth more than the average price per acre. The contractor based his bid on an average price of $900.00 per acre, according to our Engineer who wrote up the agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 29, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Price Agreement No. 5, forwarded with your January 27 letter, covering extra clearing and grubbing on Project BF-141(13), Hauser-Coos Bay Section of the Oregon Coast Highway.

Before recommending the price agreement for approval, we should have a comparison with the contract bid price to support the proposed $900 per acre for extra clearing. We cannot make this comparison ourselves as the original acreage of clearing and grubbing is not known.

Very truly yours,

C. G. POLK
District Engineer

By

A. F. BESTER
Highway Engineer

NOTED
W. C. WILLIAMS

FORM E-161X

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

BFI-141 (13)

February 2, 1953

3485

North Slough Diking District
Hauser, Oregon

Attention: Mr. Willis Peterson

Gentlemen:

I have your letter of January 27 concerning the completion of the tidebox gates at North Slough near Hauser.

The gates are all ready to be installed but we have not done so because the grading contractor has not reached the point where he can fill the existing channel and divert the water through the culvert. This will have to wait until the log dump pond is completed.

I noticed last week when I was in that vicinity that they were working on the log pond, and it should not be too long until water can be diverted into the new channel.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
cc W. C. Williams ✓

No. 3985
By wcw

ASSIGNMENT

Date: January 30, 1953

Description: Letter of January 27 by North Slough Diking District requesting tide box and gate construction on highway relocation over North Slough in very near future

Acknowledged by _____ Referred to ___Paxson ✓________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxx Return with rough draft of reply
Please prepare for ______________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 2-4-53 Report received _______

Remarks:

Hauser, Oregon NOTED
Jan. 27, 1953 G. S. PAXSON

[illegible] TO
W. C. WILLIAMS

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

At a special meeting of the North Slough Diking District held last evening, the matter of the tide box and gate on the highway relecation ever North Slough was discussed, and we presume that your department will complete this tide box and gate for use in the very near future as was originally planned.

Various property owners gage a report of the damage to their lands during the recent high tides, due to the fact that the present North Slough Dike East of the present highway is in very bad shape, one bad break has occured on Mr. Bert Church's property, completely flooding his fields, and several places along the dike on the property of Nathan Ball and Herman Fierke are in very bad shape, and will possibly go out during the next high water.

I am sure you can readily understand the position of the North Slough Diking District in requesting that every effort be made to complete the new Tide Box and gate as soon as possible, as this will undoubtedly save future repair work on the dike, and other losses by the flooding of valuable bottom ground and grazing areas. We would greatly appreciate hearing from your office in this matter.

Yours very truly,

NORTH SLOUGH DIKING DISTRICT

BY: Nathan Ball
Superintendent

Willie Peterson
Secretary

H. F. Fierke
Member, A,visory Board

Member, Adivisory board

Member, Advisory Board

RECEIVED
FEB 2 - 1953
OREGON STATE HIGHWAY COMMIS
BRIDGE DEPARTMENT

NOTED
W. C. WILLIAMS

Form PR 2 (Revised 1946)

State Oregon

Project No. B F-141(13)

Federal Aid Bond Issue

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of January, 19 53, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of November, 19 51, a program, which was approved on the 15th day of January, 19 52, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 4th day of April, 19 52; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of six hundred thirty-two thousand and 00/100 dollars ($632,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

Issue	Amount	Date of Issue	Beginning Date Of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+00 in the SW 1/4, Section 11, T. 24 S., R. 13 W., W.M., and survey station 239+66.6 in the NW 1/4, Section 2, T. 25 S., R. 13 W., W.M., without exception, length 4.552 miles, in Coos County, being Oregon Federal Aid / Bond Issue project No. BF-141(13), consisting of 4.395 miles of roadway and two bridges, each of more than 20 feet clear span, 0.157 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of six hundred thirty-two thousand and 00/100 dollars ($632,000.00), which does not exceed the authorized Federal pro rata share of one million, seventy-four thousand, seven hundred fifty and 05/100 dollars ($1,074,750.05), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 529, Laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W. H. Lynch
Division Engineer,
Public Roads Administration.

Oregon State Highway Department

Federal Aid Project
No. BF-141 (13)

HAUSER-COOS BAY SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 18, 1952

Type Code 6201
Roadway (Sta. 0+00 to 239+66.6) (Contract No. 3744)

All Required		Clearing and Grubbing		$ 36,000.00
1,540	cu. yds.	Structural Excavation, Unclassified	$ 3.00	4,620.00
930	cu. yds.	Trench Excavation, Unclassified	3.00	2,790.00
563,000	cu. yds.	General Excavation, Unclassified	0.45	253,350.00
1,661,000	yd. sta.	Short Overhaul	0.015	24,915.00
43,600	C-yd. sta.	Long Overhaul	0.40	17,440.00
14,500	cu. yds.	Rock Slope Protection	3.00	43,500.00
4.39	miles	Finishing Roadbed and Slopes	1,000.00	4,390.00
8,700	lin. ft.	Rounding Cutbanks	0.12	1,044.00
430	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.25	967.50
110	lin. ft.	12-inch Concrete Pipe	2.50	275.00
1,200	lin. ft.	18-inch Concrete Pipe	4.00	4,800.00
600	lin. ft.	24-inch Concrete Pipe	5.00	3,000.00
320	lin. ft.	30-inch Concrete Pipe	8.00	2,560.00
80	lin. ft.	Salvaging Culvert Pipe	2.00	160.00
80	cu. yds.	3/8" - 0 Backfill in Drains	6.00	480.00
12	M-FBM	Untreated Lumber in Pipe Cradles	225.00	2,700.00
30	cu. yds.	Class "A" Concrete	75.00	2,250.00
3,400	lbs.	Metal Reinforcement	0.14	476.00
1	only	Concrete Catch Basin	100.00	100.00
150	only	Concrete Sight Posts	8.00	1,200.00
8,800	lin. ft.	Galvanized Metal Guard Rail	3.00	26,400.00
24,000	cu. yds.	2½" - 0 Material in Base	3.85	92,400.00
10,300	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.25	43,775.00
1,100	M-gal.	Sprinkling	2.50	2,750.00
4.39	miles	Preparation of Base	200.00	878.00
600	cu. yds.	3/4" - 0 Material in Binder Course	5.00	3,000.00
100	tons	RC-3 Asphalt in Binder Course	60.00	6,000.00
13,300	tons	Class "B" Asphaltic Concrete	8.25	109,725.00
60	tons	RS-1 Emulsified Asphalt in Seal Coat	60.00	3,600.00

350	cu. yds.	Aggregate in Seal Coat	$ 6.00	$ 2,100.00
		Subtotal		$697,645.50
		10% Engr. & Cont.		69,764.55
		Total		$767,410.05

Type Code X021
Bridge (Sta. 214+71.71 to 222+73.48)(Contract No. 3763)

All Required		Shoring, Cribbing, Etc.		$ 37,500.00
600	cu. yds.	Excavation	$ 5.00	3,000.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
15,300	lin. ft.	Furnish Treated Trestle Piling	1.75	26,775.00
211	only	Drive Trestle Piles	60.00	12,660.00
2,200	lin. ft.	Furnish Pier Foundation Piling	0.70	1,540.00
72	only	Drive Pier Piles	40.00	2,880.00
270	cu. yds.	Seal Concrete	30.00	8,100.00
1,350	cu. yds.	Class "A" Concrete	55.00	74,250.00
318,000	lbs.	Metal Reinforcement	0.10	31,800.00
38,000	lbs.	Structural Carbon Steel	0.20	7,600.00
54,000	lbs.	Structural Low Alloy Steel	0.21	11,340.00
58	M-FBM	Treated Lumber	300.00	17,400.00
1,620	lin. ft.	Metal Rail	12.00	19,440.00
				$254,485.00

Type Code X028
North Slough Bridge (Sta. 26+13 to 26+38)(Contract No. 3796)

800	cu. yds.	Structural Excavation	$ 9.00	$ 7,200.00
340	cu. yds.	Compacted Backfill	5.00	1,700.00
180	cu. yds.	Class "A" Concrete	60.00	10,800.00
21,000	lbs.	Metal Reinforcement	0.115	2,415.00
All Required		Tide Gates Complete		2,800.00
				$ 24,915.00

Subtotal	$279,400.00
10% Engr. & Cont.	27,940.00
Total	$307,340.00

Length of Roadway	4.395 miles
Length of 2 Bridges	0.157 mile
Total Length	4.552 miles
Cost per mile, Roadway	$174,609.89

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 767,410.05	$451,271.00	$316,139.05
Bridge	307,340.00	180,729.00	126,611.00
	$1,074,750.05	$632,000.00	$442,750.05

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939; Chap. 491, Laws 1951
State Funds for Maintenance: Chap. 529, Laws 1939

Oregon State Highway Department

Federal Aid Project
No. F-141 (13)

HAUSER-COOS BAY SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 17, 1952

Type Code 6201
Roadway (Sta. 0+00 to 239+66^{6})(Contract No. 3744)

All Required		Clearing and Grubbing		$ 36,000.00
1,540	cu. yds.	Structural Excavation, Unclassified	$ 3.00	4,620.00
930	cu. yds.	Trench Excavation, Unclassified	3.00	2,790.00
563,000	cu. yds.	General Excavation, Unclassified	0.45	253,350.00
1,661,000	yd. stas.	Short Overhaul	0.015	24,915.00
43,600	C-yd. stas.	Long Overhaul	0.40	17,440.00
14,500	cu. yds.	Rock Slope Protection	3.00	43,500.00
4.39	miles	Finishing Roadbed and Slopes	1,000.00	4,390.00
8,700	lin. ft.	Rounding Cutbanks	0.12	1,044.00
430	lin. ft.	6" Perforated Metal Drain Pipe, Coated	2.25	967.50
110	lin. ft.	12" Concrete Pipe	2.50	275.00
1,200	lin. ft.	18" Concrete Pipe	4.00	4,800.00
600	lin. ft.	24" Concrete Pipe	5.00	3,000.00
320	lin. ft.	30" Concrete Pipe	8.00	2,560.00
80	lin. ft.	Salvaging Culvert Pipe	2.00	160.00
80	cu. yds.	3/8" - 0 Backfill in Drains	6.00	480.00
12	M-FBM	Untreated Lumber in Pipe Cradles	225.00	2,700.00
30	cu. yds.	Class "A" Concrete	75.00	2,250.00
3,400	lbs.	Metal Reinforcement	0.14	476.00
1	only	Concrete Catch Basin	100.00	100.00
150	only	Concrete Sight Posts	8.00	1,200.00
8,800	only	Galvanized Metal Guard Rail	3.00	26,400.00
24,000	cu. yds.	2½" - 0 Material in Base	3.85	92,400.00
10,300	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.25	43,775.00
1,100	M-gals.	Sprinkling	2.50	2,750.00
4.39	miles	Preparation of Base	200.00	878.00
600	cu. yds.	3/4" - 0 Material in Binder Course	5.00	3,000.00

100	tons	RC-3 Asphalt in Binder Course	$ 60.00	$ 6,000.00
13,300	tons	Class "B" Asphaltic Concrete	8.25	109,725.00
60	tons	RC-1 Emulsified Asphalt in Seal Coat	60.00	3,600.00
350	cu. yds.	Aggregate in Seal Coat	6.00	2,100.00
		Subtotal		$697,645.50
		10% Engr. & Cont.		69,764.55
		Total		$767,410.05

Type Code 2021
Bridge (Sta. 214+71.71 to 222+73.48)

All Required		Shoring Cribbing, etc.		$ 7,500.00
600	cu. yds.	Excavation	$ 7.00	4,200.00
10	cu. yds.	Excavation below Elevation Shown	10.00	100.00
15,300	lin. ft.	Furnish Treated Trestle Piling	2.00	30,600.00
211	only	Drive Trestle Piles	40.00	8,440.00
2,200	lin. ft.	Furnish Pier Foundation Piling	0.65	1,430.00
72	only	Drive Pier Piles	35.00	2,520.00
270	cu. yds.	Seal Concrete	40.00	10,800.00
1,350	cu. yds.	Class "A" Concrete	65.00	87,750.00
318,000	lbs.	Metal Reinforcement	0.11	34,980.00
38,000	lbs.	Structural Carbon Steel	0.25	9,500.00
54,000	lbs.	Structural Low Alloy Steel	0.25	13,500.00
58	M-FBM	Treated Lumber	300.00	17,400.00
1,620	lin. ft.	Metal Rail	12.00	19,440.00
		Subtotal		$248,160.00
		10% Engr. & Cont.		24,816.00
		Total		$272,976.00

Length of Roadway	4.395 miles
Length of 2 Bridges	0.157 mile
Total Length	4.552 miles
Cost per Mile, Roadway	$174,609.89

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 767,645.50	$451,460.00	$316,185.50
Bridge	272,976.00	160,540.00	112,436.00
	$1,040,621.50	$612,000.00	$428,621.50

Oregon State Highway Department

Federal Aid Project
No. BF-141 (13)

HAUSER-COOS BAY SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 1, 1952

Type Code 6201
Roadway (Sta. 0+00 to 239+66.6)

All Required		Clearing and Grubbing		$ 50,000.00
1,540	cu. yds.	Structural Excavation, Unclassified	$ 3.00	4,620.00
930	cu. yds.	Trench Excavation, Unclassified	2.50	2,325.00
563,000	cu. yds.	General Excavation, Unclassified	.48	270,240.00
1,661,000	yd. stas.	Short Overhaul	.015	24,915.00
43,600	M-yd. stas.	Long Overhaul	.45	19,620.00
14,500	cu. yds.	Rock Slope Protection	3.75	54,375.00
4.39	miles	Finishing Roadbed and Slopes	600.00	2,634.00
8,700	lin. ft.	Rounding Cutbanks	.20	1,740.00
430	lin. ft.	6-inch Perforated Metal Drain Pipe Coated	2.00	860.00
110	lin. ft.	12-inch Concrete Pipe	2.50	275.00
1,200	lin. ft.	18-inch Concrete Pipe	3.50	4,200.00
600	lin. ft.	24-inch Concrete Pipe	5.50	3,300.00
320	lin. ft.	30-inch Concrete Pipe	7.00	2,240.00
80	lin. ft.	Salvaging Culvert Pipe	2.00	160.00
80	cu. yds.	3/8" - 0 Backfill in Drains	5.00	400.00
12	M-FBM	Untreated Lumber in Pipe Cradles	200.00	2,400.00
30	cu. yds.	Class "A" Concrete	70.00	2,100.00
3,400	lbs.	Metal Reinforcement	.15	510.00
1	only	Concrete Catch Basin	80.00	80.00
150	only	Concrete Sight Posts	10.00	1,500.00
8,800	only	Galvanized Metal Guard Rail	3.00	26,400.00
24,000	cu. yds.	2½" - 0 Material in Base	3.75	90,000.00
10,300	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	41,200.00
1,100	M-gal.	Sprinkling	2.50	2,750.00
4.39	miles	Preparation of Base	200.00	878.00
600	cu. yds.	3/4" - 0 Material in Binder Course	5.00	3,000.00
100	tons	RC-3 Asphalt in Binder Course	55.00	5,500.00
13,300	tons	Class "B" Asphaltic Concrete	7.75	103,075.00

60	tons	RS-1 Emulsified Asphalt in Seal Coat	$60.00	$ 3,600.00
350	cu. yds.	Aggregate in Seal Coat	6.50	2,275.00
			Subtotal	$727,172.00
			10% Engr. & Cont.	72,717.20
			Total	$799,889.20

Length of Roadway	4.395 miles
Length of 2 Bridges	0.157 mile
Total Length	4.552 miles
Cost per mile, Roadway	$181,999.81

Federal Funds- -	$496,000.00
State Funds- -	303,889.20
	$799,889.20

HAUSER-COOS BAY SECTION

PROJECT NO. BFI-141 (13)

While negotiations for rights of way are in progress 30 parcels have not been acquired nor has the right to occupy and use these parcels been secured but it now believed that all necessary rights of way or rights of entry can be made fully available within sixteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

April 4, 1952

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-141(13), Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Yours very truly,

C G Polk

C. G. Polk
District Engineer

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-747

October 17, 1952

Oregon State Highway Commission

Gentlemen:

I wish to report to you an incident occurring on the Hauser-Coos Bay Section, wherein a property owner shot at Resident Engineer G. A. Barnhart. Briefly, the facts of the matter are as follows:

Mr. Barnhart had gone to the Neil Ferre property, which is under condemnation, to obtain some measurements that were needed in relocation of the Ferre buildings. While Mr. Barnhart was obtaining these measurements, Mr. Ferre came out from behind his house and asked Mr. Barnhart what he was doing. The Resident Engineer replied that he was just getting some distances, and Mr. Ferre then began to talk quite loud and in a belligerent tone stated that he owned the property and that Mr. Barnhart had been trampling all over it. Mr. Barnhart did not reply and started walking away. Mr. Ferre then ordered Mr. Barnhart off the place, telling him to get the car out or he would blow or shoot it out. Mr. Ferre then went behind the house and Mr. Barnhart got into his car. He started to turn it around. Mr. Ferre came from behind the house with a rifle, aimed his rifle, and fired one shot. The bullet struck the ground, throwing rocks. The rocks put several dents in the car fender, hood, and door, broke the windshield, and a small piece of gravel or possible fragment of the bullet hit Mr. Barnhart in the left cheek.

Mr. Ferre then aimed and fired a second shot, this time hitting the left front wheel, and Mr. Barnhart backed the car on the highway and drove north. After driving a short distance Mr. Barnhart returned to the scene of the shooting, got out, and picked up a copper shell lying on the ground, the jacket still being warm. Mr. Barnhart drove into North Bend and swore out a warrant for Mr. Ferre's arrest. The State Police picked up Mr. Ferre and lodged him in the Coos Bay city jail, but he was shortly thereafter released on $1,500 cash bond with a hearing set for October 10, 1952.

There is some question as to whether this matter will be vigorously prosecuted and, in order to protect our personnel from such assaults, I recommend that you authorize the legal staff of the State Highway Commission to assist in every way possible in vigorously prosecuting Mr. Ferre for his wanton and felonious assault on our Resident Engineer, which could well have resulted in a fatality.

This matter will be on the agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me bl

FORM E-30 25M 1-52 88419

PLEASE RETURN TO
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10, 1952

SUBJECT: State Highway Commission
v.
Neil F. Ferre, et ux.
L 1874
and
Belva Ricketts Ferre, et al.
L 1875

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

Supplementing my oral report to you on Thursday, October 9, 1952, concerning the safety for the contractors and highway officers when entering the above properties for the purpose of executing the contracts, I wish to advise that Mr. Ben Flaxel, attorney for the above property owners, phoned me Thursday evening and stated that he had personally gone to these properties and advised his clients as to their rights, and that he had their assurance that neither the contractors nor highway officers need have any fear of going on either of the properties for the purpose of working on the highway so far as being molested by either of the property owners.

Also I stated to Mr. Flaxel that our engineers had informed me that if they were permitted to remove a garage and small building near the east side of the center line of the new highway on the Ricketts tract, that the contractors would be able to continue for at least two months without interfering with the other buildings. (The engineers actually stated to me that three months would suffice, but I think it always advisable to allow ourselves a little leeway.) Anyway, Mr. Flaxel readily agreed to the two months and thought that would give them ample time within which to work out the problem. Too, he agreed that he would get his answer in and enable us to have the issues joined so that if negotiations now set for next Monday, October thirteenth, are to no avail we can then have the matter placed on the Court's trial docket and disposed of.

Returned herewith are your files on the Ferre-Barnhart matter.

Yours very truly,

C. W. ENFIELD
Chief Counsel

NOTED
H. G. SMITH

By Fred A. Miller
FRED A. MILLER
Assistant Counsel

FAM:avh

Fred Miller.

Please read and advise me.

Williams

FORM E-30 37,500 4-52 96908

RECEIVE
OCT 8 1952

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 6, 1952

SUBJECT:

To:

H. G. Smith
Construction Engineer

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

I attach hereto Resident Engineer Barnhart's report concerning the attack upon him with a dangerous weapon. Please distribute copies to the proper authorities as may be required.

At this time the question arises as to the proper further procedure in entering upon this property, wherein, you will note that the centerline is such that construction cannot be completed without removal of the building and facilities, at least in part, from the property in question. The contractor proposed the question as to whether we should encumber upon him to enter the property and risk the same treatment.

Please advise as to how to proceed in this matter.

Very truly yours,

TOM EDWARDS
Division Engineer

W. C. WILLIAMS

TE:aso
Encl.

8/9/52 @ 8^{10} am
Advised Mr W. W. Cull.

RECEIVED
OCT 8 1952
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
OCT 1952
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FORM E-30 25M 9-50 40300

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

North Bend, Oregon
Oct. 3, 1952

SUBJECT: Shooting

To: Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Mr. Edwards:

I wish to report the happenings of Monday afternoon, September 29, 1952.

After receiving your telephone call requesting information as to the lowation of the dwelling houses on the Ricketts and Ferre properties, I went to Hauser to look at them on the ground, to determine just what relation they (thr houses) had to our Centerline. As Mr. Ferre ran the crew off the place with a gun the first part of June, we had not ran the line or went on their property unless necessary. My crew ran the line through during the week ending Sept. 19, 1952, and I had not been able to determine their location before.

I parked my car in their driveway, about 30 feet ffom the old road and about on Centerline of the new location, at Sta. 10+25. I went South along line, staying outside of the fence they have around a small garden, to Sta. 12+20. From there I went West to the break in the hill about 75 feet and looked at the area he has cleared and leveled off for the new location of his houses, which is approximately 140 feet on the ffont and tapers to approximately 75 feet on the back or western end, approximately 240 feet from the front. The cut on the North side in about 10 feet.

From there I went back to Centerline and around the fence, North. At Sta. 11+50 I paced 10 paces towards the house to the side walk. Then walked back to Centerline. Mr. Ferre came out from behind the house and asked me what I was doing. I replied that I was just getting some distances. He then started to talk quite loud and in a beligerant tone about him owning the property and how I had been tramping all over it. I did not reply, as there is no point in talking to a person as rabid as he xxxxxxx sounded.

I then walked to Sta. 11+00 and started to pace towards the garage. Mrs. Ferre then came out of the house and started to shout. Accusing me of driving on her property and going around looking in her windows. The only time that I have been close to their house I was with Mr. Morgan, when he and I went to the door and knocked, but no one was home. If I looked in the window at that time it was only a casual glance, as they are large windows and observing that the main room looked pleasant and comfortable. I did not reply to her remarks.

Mr. Ferre then ordered me off the place, and told me to get the car out or he would blow or shoot it out, also again demanding what I was doing. I told him I was only getting some distances.

I was 6 paces from Station 10+50 at the time. He then went behind the house, and I went to the car and got in it, and let it roll back until the rear bumper was near

ECEIV
1952

SUBJECT: Shooting (page 2)

To:

the edge of the present pavement. He came from behind the house with a rifle in his hands, which rifle appearred to be about the size of a 30-30 and a lever action model. He, Mr. Ferre, walked aver to about Centerline of the new road, and told me to get out. I reminded him that I was on the old Highway Right of way. Mrs. Ferre then said that her deed read to the yellow stripe.

Mr. Ferre then aimed his rifle at me and fired a shot. The bullet striking the ground and throughing rocks, causing the rocks to fly and hit the car, thereby putting several dents in the Left Front fender, hood and door, also breaking the left front windshield. A small piece ofgravel or lead hit me on the left cheek.

He then lovered another shell into the gun, aimed and fired at me again, hitting the left front wheel. I then backed the car on to the Highway, as traffic was clear then and pulled up on the west shoulder of the road, headed North. I Parked the car and went back to the driveway and stepped off the distance from the Centerline of the present highway to where my front wheels were at the time of the shooting, which distance was 8 steps. I noticed a copper jacket bullet lying on the ground and picked it up. It, the bullet, was still warm.

Mr. Ferre made some more remarks which I do not remember. But I did tell him "Thanks" before going to the car and driving North until I could turn around and heading back to North Bend.

As I came into North Bend I saw Mr. Al Maneley, a friend, and stopped to get some information as to when he would have the programs for the Shrine Football Game, as I am on his committee to sell them. A car parked alongside of us and Mr. Eric Saukkonen asked me what the trouble was.

Mr. Eric Saukkonen and his wife were driving by when the shots were fired and were afraid some of them would ricochet and hit them.

Mr. Eric Saukkonen's address is District Manager, W. J. Jones & Son, Inc., North Bend, Oregon.

After Calling you on the telephone, I went to the District Attorney and swore out a warrent for the arrest of Mr. Neal Ferre, for assault with an armed weapon. The State Police picked Mr. Ferre up and lodged him in the Coos Bay City Jail. The next information I received about the case was in the paper, The Coos Bay Times, stating that Mr. Ferre was out on $1,500.00 cash Bond, with a hearing set after Oct. 10, 1952.

RECEIVED
OCT 8 1952

FORM E-30 25M 9-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT: Shooting (page 3)

To:

This is an account of what took place as to my movements and conversation, As I remember it. As to all that Mr. & Mrs. Ferre said I can notrecall all of it or remember the exact words either one of them said, as they were both talking at the same time, and I was trying to get and remember the information I had set out to do.

To repair the car, it will cost $ 78.10 plus replacement of the left front brake drum, which was damaged and had to be replaced immediately so that I could drive with safety.

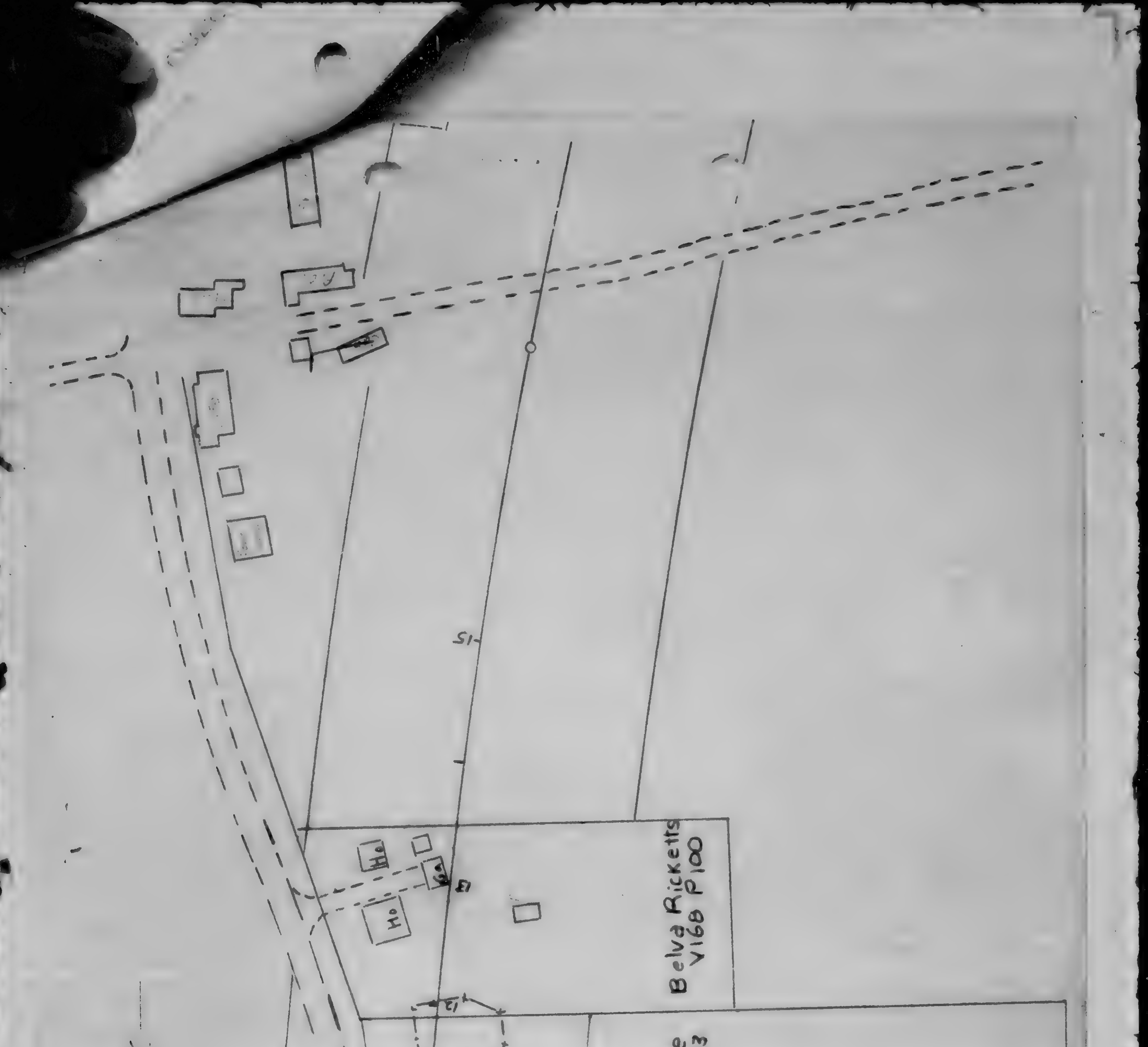
The bill for the brake drum and an estimate on repair of the car are enclosed.

Very truly yours,

GABarnhart

G. A. Barnhart
Resident Engineer

North Bend 57891
Room 24, Citizen's Bldg.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Neil Ferre
V191 P243
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FORM E-30X 25M 11-50 44702

BF-141 [illegible]

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OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1952

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between C. R. O'Neil and J. C. Compton Company covering Items 23 to 31, inclusive, on the Hauser - North Bend Contract No. 3744, Ore. BF-141 (13), is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
August 28, 1952

SUBJECT:
R 18805 - J. Kaye Howard, et ux.

To:

Mr. Forrest Cooper
Right of Way Engineer
Office

Dear Mr. Cooper:

Mr. Roger Todd, of the law firm of Flaxel and Todd of North Bend, called this date regarding the acquisition by the State of property owned by J. Kaye Howard for right of way of the Hauser-North Bend Section of the Oregon Coast Highway in Coos County.

You will recall that by the provisions of an option given to the State by the Howards, which option was accepted by the Commission, to obtain the least possible interruption of the grantors' use and operation of their log dump, either in its present or proposed location, the State is obligated to make the new log dump available to the grantors by November 1, 1952, in so far as the channel change is concerned, and by providing either a permanent or temporary road to serve the log dump by that time.

Mr. Todd advises that Mr. Howard was informed by an engineer of our Department that the channel change would probably not be completed by November 1, 1952, and Mr. Howard is somewhat concerned regarding this matter, for he is obligated by contract to accept logs at his dump during the first part of November.

Apparently in anticipation of the State utilising his present dump area, and in reliance upon our obligation to have the new dump available by November first, Mr. Howard has removed certain of his log-handling equipment from the old dump, and if the new dump is not available, it will then be necessary for him to replace his equipment at the old dump for the purpose of handling logs to be delivered during November.

Mr. Todd further advises that Mr. Howard does not desire to make an issue of this matter, and even in light of this circumstance he is sending in his deed today; however, he does feel that should the State be unable to meet its obligation by providing the new dump by November first, that he should be reimbursed for his actual costs of reinstalling his log-handling equipment at the old dump for the purpose of handling logs that will be delivered to the old dump after November first. Mr. Howard estimates that this cost will be approximately $150.00.

I have advised Mr. Williams of the facts concerning this matter and he is checking with Mr. Smith to determine the probable date of completion of the channel upon the Howard property so that both we and Mr. Howard may be informed as to the possible date when the new log dump will be available to him. There is no further action to be taken on this matter until we have received this information from Mr. Smith. I am merely calling it to your attention so that you will be advised of the problem, and so as to anticipate any additional problems that might possibly arise by Mr. Howard using the old dump after November first, which might result in dumped logs interfering with the highway construction in the old dump area.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams
H. G. Smith

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Indexed
Alphabetically

Howard, J Kaize & Don

Salem, Oregon
August 1, 1952

C. W. Enfield

I have now received the unanimous approval of the members of the Highway Commission on the certified copy of the excerpt covering acquisition of the Howard property.

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

RECEIVED
FORM R-1223 20M 11-51
FOR FILING

[illegible]

[illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 30, 1952

Mr. Ben C. Flaxel
Attorney at Law
I. O. O. F. Building
North Bend, Oregon

R 18805 - J. Kaye Howard, et ux.

Dear Mr. Flaxel:

Enclosed herewith is a certified extract of the minutes and resolution of the July 10, 1952, meeting of the Highway Commission pertaining to the Commission's acceptance of the option to purchase property owned by J. Kaye Howard, et ux., which, I believe, will suffice your purposes to insure that you have a record of the Commission's obligations assumed under this option.

In confirmation of our recent telephone conversation, this is to advise that it is the usual practice of the Commission to review the written minutes after the same have been prepared by the Secretary, and if the minutes are found to be proper to them, sign the original copy of the same. Since these minutes have not been completed and sent to the Commissioners for their examination and approval, the enclosed extract is of the minutes prepared by the Secretary, but which have not as yet received official approval of the Commission, and these minutes are submitted to you upon the condition that they may be changed to reflect any corrections the Commission itself may require; however, the substance of these minutes is correct and I anticipate no change therein.

Yours very truly,

NOTED
H. B. GLAISYER

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - H. B. Glaisyer

July [illegible], 195[illegible]

Members of State Highway Commission

Gentlemen:

One of the items in the list of options that Mr. Cooper presented to the Commission at its meeting on July 10, 1952 was the number 18805, acquisition of right of way from J. K. Howard on the Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County. This involved the taking of 7.78 acres of land and the securing of an easement for a channel change over and across an additional three acres of land. The consideration was $21,338 cash plus a number of additional items that were explained by Mr. Cooper.

In the preparation of the minutes of that meeting, I have included Mr. Cooper's explanation of this particular item as a footnote to the preamble of the resolution. I enclose a copy of the footnote as it will appear in the minutes if it meets with your approval. Also copied is that portion of Exhibit "A" mentioned in the preamble insofar as it pertains to the acquisition from Mr. Howard of this property. Will you please advise me whether or not the excerpt as I have prepared it meets with your approval. You may signify your approval or disapproval on the attached extra copy of this letter which please return to me in the enclosed stamped addressed envelope.

I might explain that I am asking you to pass on this particular excerpt at the request of Mr. Enfield who is particularly anxious to close the deal with Mr. Howard at the earliest possible time but who is unable to complete the matter without a certified copy of the minute entry covering the acquisition. It seems that Mr. Howard insists on having a complete copy of the Commission's permanent record covering the matter.

I am reluctant to ask you to approve any portion of the minutes in advance and do not intend to do so except in unusual cases such as this, when it appears that an emergency exists and when a certified copy of the record must be furnished in advance of the approval by the Commission of the minutes in their entirety. This is the third item of the July 10 and 11 minutes that I have asked you to approve in advance, and you have been very kind to respond. I appreciate the courtesy very much.

Incidentally, Mr. Enfield has approved this excerpt and advises me that it is just what he wanted the record to show.

Thanking you for your consideration, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

I approve the minute entry as prepared.

Signed ____________________

I do not approve the minute entry as prepared.

Signed ____________________

EIVED
FOR FILING
FORM E-30 25M 1-52 66419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1952

SUBJECT: R 18805 - J. Kaye Howard, et ux.

To: Mr. H. B. Glaisyer
Secretary O
Office

Dear Mr. Glaisyer:

Enclosed herewith is a suggested form of minute entry that may differ in some respects from the notes you have concerning the presentation of this matter made by Mr. Cooper; however, the contents of the suggested form is embracive of the provisions contained in the option, and the grantors are demanding that a certified copy of the minute entry, together with an extract of the resolution adopting the option, be furnished to them before they will deliver the deed to the State, for the reason that the State is obligated to do certain things other than paying money, and the owners wish to have evidence of the official action of the Commission accepting such obligations.

I will appreciate your providing me with a certified copy of the minute entry you place in the minutes, and also a certified copy of an extract of the right of way resolution, which extract should include the "whereases" and other introductory matter, and that portion of the resolution pertaining particularly to the Howard property which is set forth on page 42 of the right of way resolution given you by Mr. Cooper.

As soon as I am supplied with a certified copy of the minute entry and extracts of the minute entry, I will forward the same to the grantors' attorney and they will in turn provide us with a deed.

Yours very truly,

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:avh
Encl.

FORM E-30 25M 1-52 55410

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1952

SUBJECT: R 18805 - J. Kaye Howard, et ux.

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

The following is a suggested minute entry to be in addition to whatever else you may have under agenda item No. B-1 involving the resolution authorizing the purchase of real property to be included in the minutes of the Highway Commission for July 10, 1952:

"Mr. Cooper, the Right of Way Engineer, made a special report involving the acquisition of property owned by J. Kaye and Dora Howard, and required for right of way of the Hauser-Coos Bay Section of the Oregon Coast Highway, informing the Commission that the State, pursuant to this option, would acquire fee title to 7.78 acres of land, and an easement for channel change over an additional 3 acres of land, for the consideration of the payment of $21,332.00, and certain other obligations to be assumed by the State as follows:

"1. The State to construct a new channel for North Slough upon the 3 acres over which the channel easement is being acquired, so as to provide a log dump for the Howards of certain dimensions as set forth in the option.

"2. The Howards shall be permitted by the State to put deadmen on highway right of way in connection with use of the proposed log dump, in such a manner as to not create a safety hazard or do damage to the highway.

"3. State to construct an all-weather road to serve the log dump, and to thereafter maintain that portion of the road located upon right of way of the highway.

"4. The State to construct a roadway on top of the dike to be constructed as a part of the channel change.

"5. The State to construct two gates, one at each entrance to the log dump road on the right of way boundary.

"6. State to permit the Howards to have exclusive use for a period of five years from the date of the warranty deed conveying the property to the State of a certain parcel of land lying immediately southerly of the Hauser-Depot Road, and easterly of a line 100 feet from and parallel to the center line of the highway, with such right to be terminated at any time within the five-year period, should the land be necessary and required for highway use.

"7. The State to install a conduit through the fill of the highway and permit the grantors to maintain water pipes through such conduit.

"8. The State to reconstruct and replace any ditches, gates, or other water-control structures that are destroyed or are rendered ineffective by the highway construction.

"9. The State to make every effort to schedule and prosecute the construction work in a manner so as to obtain the least possible interruption of the grantors' use of the log dump, either in its present or proposed location.

"10. The State to construct a frontage road from Highway Engineer's Station 8+60 to Highway Engineer's Station 12+50, and to construct an approach 25 feet in width at Station 25+00 on the west side of the highway, and two approaches, each to be 30 feet in width, at Stations 28+05 and 31+27 on the west side of the highway.

The conveyance does not include a certain shed located upon the property being acquired, and the Howards shall have the right to remove this shed from the land at any time prior to January 1, 1953, unless its earlier removal is required because of the highway construction.

The Highway Commission unanimously agreed to accept the Howard option.

Yours very truly,

CWEnfield

C. W. ENFIELD
Chief Counsel

CWE:avh

July 17, 1952

Members of State Highway Commission

Gentlemen:

I enclose for your approval an entry that I have dictated for the July 10th minutes covering Mr. Armstrong's report on the acquisition of additional areas in the Columbia Gorge. I have tried to follow Mr. McIver's suggestion by bringing into the record action previously taken by the Commission on the same subject. If I have not prepared the entry to your satisfaction, I shall be glad to prepare a new entry in accordance with your wishes if you will let me know what is lacking in the enclosed entry as I have prepared it. Will you kindly indicate your wishes on the extra copy of this letter and the entry which I enclose.

Thanking you kindly, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Atts.
cc: C. H. Armstrong

On the extra copy of the letter the following is shown:

I approve the minute entry as prepared.

Signed __________________________

I do not approve as prepared.

Signed __________________________

RECEIVED
JUL 11 1952
FOR FILING

P.I. [illegible]

3744

July 9, 1952

Mr. C. R. O'Neil
Box 42
Mitchell, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3744, which was awarded to you on June 17, 1952 by the State Highway Commission, for grading and paving on the Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 26 1952
FOR FILING

[illegible]

3744

June 24, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 9, 1952 on Contract No. 3744, Hauser-Coos Bay Section, in connection with Federal Aid Project No. F-141 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/se

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AUG 7 1952
FOR FILING

[illegible]

3744

AGENDA
JUL 10 1952

June 17, 1952

Mr. C. R. O'Neil
Box 42
Mitchell, Oregon

Dear Mr. O'Neil:

The State Highway Commission on April 21 accepted your proposal to perform grading and paving work on the Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County for the sum of $677,645.50, and awarded contract No. 3744 to you subject to clearance of right of way and concurrence by the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc- W. M. Franzen
S. H. Probert
H. C. Smith
Goldie Lewis

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to.

Salem, Oregon
June 17, 1952
3:00 p.m.

Mr. C. R. O'Neil
Mitchell, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County for which you submitted low bid on April 21, 1952. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

APPROVED
FOR FILING
OREGON DISTRICT

[illegible]

144

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 17, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-141(13), Hauser-Coos Bay Section of the Oregon Coast Highway, we hereby concur as of this date in award of contract to C. R. O'Neil of Mitchell, Oregon, low bidder in the amount of $697,645.50 at the April 21, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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[illegible] 1952
FOR FILING

B7 [illegible]

3744

June 17, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence is requested in the award today of contract for grading and paving on the Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County, Project BF-141 (13), to C. R. O'Neil of Mitchell, Oregon, on the basis of the bid of $697,645.50 submitted by him on April 21, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

J. C. COMPTON COMPANY

[illegible] General Contractors

HOME OFFICE TELEPHONE 1061
McMINNVILLE, OREGON

RECEIVED
FOR FILING

NOTED
R. L. PORTER

June 17, 1952.

RECEIVED
JUN 18 1952
LEGAL

Oregon State Highway Commission

Salem, Oregon

Attention: Mr. Forrest Cooper

Gentlemen:

With reference to the contract for the Coos County, Hauser-Coos Bay Grading and Paving, we are supplying the Aggregate and the pavement for C. R. O'Neal, which covers Items 23, 24, 25, 26, 27, 28, 29, 30, and 31.

NOTED
W. C. WILLIAMS

It is our desire to release the State of any responsibility for furnishing us Aggregate from the Frandsen Quarry.

Yours respectfully,

J. C. COMPTON COMPANY

BY J. C. Compton

JCC:AR

cc to Tom Edwards

RECEIVED
FOR FILING

Hauser - Coos Bay Section of Ore Coast Highway

C.F. 141
3744

The bid of C.R. O'Neil of Mitchell Oregon is the sum of $697,645.50 is accepted, and the Engineer is instructed to have a contract prepared and offered to said low bidder for execution as soon as right of way has been cleared and concurrence is received from the Bureau of Public Roads.

NOA 21-1

received on Apr 21 1952;

Authorization

Bid -	$697,645.50
State Forces:	
Installing horizontal drains	2500.00
Moving power poles	1200
Seeding & Planting slopes	2500
Eng - 8%	56,307.69
Contingencies 4 1/2 %	31,673.05
	$791,826.19 ✓

Recommended

R H Baldock
C G Folk

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FOR FILING
FORM E-30X 25M 11-50 44702

[illegible]

44

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1952

SUBJECT: Oyster Beds - Coos Bay

To:
Mr. C. W. Enfield
Chief Counsel
OFFICE

Dear Mr. Enfield:

During the regular staff discussion this morning most of the time was spent discussing the oyster bed situation at Coos Bay.

Mr. Miller stated that a structure is contemplated across Haines Inlet and that the rest of the highway extending North will be on an embankment entirely across the Bay. He further stated that the view had been expressed to him that serious damage might result to the oyster beds on the easterly side by reason of the increased velocity of the tide currents; also, that the oyster beds on the westerly side of the embankment would be rendered valueless, or seriously damaged, by reason of slack water. He also stated that it was thought that this condition could be avoided if some of the embankment were to be replaced by a pile trestle which would equalize the tidal flow.

I believe these statements were made to him by Mr. Frank Allhand, who is manager of a cannery, and were concurred in by Dr. Trevor Kincaid.

This memorandum is written at Mr. Miller's suggestion and is sent to you for such attention as you may think desirable.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb

cc: Mr. W. C. Williams ✓
Mr. Fred A. Miller

p

RECEIVED
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON BF-141(13)

5441

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 18, 1952

BF-141 (13)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal including special provisions for Oregon Project BF-141(13), Hauser-Coos Bay Section of the Oregon Coast Highway in Coos County.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encls.

Copy with
enclosures to
Mr. Probert
4-21-52

CEIVED

FOR FILING

BF-141(13

[illegible]

BF-141(13)

April 16, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

With reference to your comments on Project BF-141 (13), Hauser-Coos Bay Section of the Oregon Coast Highway, I advise as follows:

With regard to the 11-foot traffic lanes contemplated for this project, we feel that this design is adequate, considering the excellent alignment and gradient on this section, for all present traffic and for the foreseeable future. As it is, this is an extremely high-cost project and is materially in excess of our original allotment.

We believe that this project is comparable with the Hayes Hill Section of the Redwood Highway (US199), at least the traffic is approximately the same. On this project, to be constructed by the Bureau of Public Roads, 11-foot traffic lanes were designed. Likewise, on the Oakridge-Salt Creek Falls Section of the Willamette Highway (ORE58) 11-foot traffic lanes were built by the Bureau of Public Roads.

As to ditch-line grade parallel to the roadbed grade, we feel quite certain this is sufficient, as in addition to the 12 inches of selected material forming a one-foot deep ditch there will be an additional nine inches of crushed rock and asphaltic concrete surfacing, raising the finished pavement grade to a point 21 inches above the bottom of the ditch, and this depth of ditch is considered sufficient for the type of materials throughout this project.

I respectfully request your approval of the P. S. and E. as submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:RHB:me

cc Mr. W. C. Williams
Mr. S. H. Probert

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

RECEIVED
APR 1[illegible] 1952
SALEM
STATE HIGHWAY COMMISSION

April 14, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Division Office has the following comments to make relative to the P. S. and E. recently submitted for Project BF-141(13), Hauser-Coos Bay Section of the Oregon Coast Highway:

> "The typical sections indicate that 11' traffic lanes are contemplated. Interstate Highway standards dictate that 12' traffic lanes should be used on highways where traffic density is 200 or over. Since the 30th peak hour will approximate 800 on this section, we believe that, even though this is not on the Interstate System, the traffic lanes should be expanded to 12'. It seems reasonable to assume that design should be based on traffic densities regardless of the prefix designation of a project, whether it be Secondary, Primary or Interstate.
>
> According to a pamphlet entitled 'Design Standards (Geometric) for Highway (Primary)' adopted by the A.A.S.H.O. in May 1941, geometric design standards shall be related to traffic density, character of traffic and assumed design speed. Traffic density therein is described as 'The approved traffic density is the average of the probable maximum hourly traffic of several peak days of some future year, the year chosen to depend upon the probable life of the construction.' Thus, your figure of 800 for the 30th peak hour in 1965 seems applicable.
>
> We also note that the ditch line grade is to parallel the roadbed grade and that the ditch will result from the 12" of selected material to be placed. We have looked down on this practice for some time. If you are confident that the nature of the materials is sufficiently uniform throughout the project to warrant such practice, we will not pursue our disagreement in this instance."

We have been advised that approval of the P. S. and E. will be withheld pending receipt of comments as above indicated.

Very truly yours,

CGFolk
C. G. FOLK
District Engineer

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FOR FILING

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 4, 1952

BF-141 (13)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project BF-141(13), Hauser-Coos Bay Section of the Oregon Coast Highway have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids. Concurrence in award will be withheld pending receipt of advice that all right of way or rights of entry have been obtained.

Yours very truly,

C G Polk
C. G. Polk
District Engineer

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FOR FILING
FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8, 1952

SUBJECT:

Copy of this
letter in
North Slough File

To: Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
State Highway Engineer

Dear Mr. Baldock:

Pursuant to the provisions of the proposal for the grading and paving of the Hauser-Coos Bay Section of the Oregon Coast Highway, which job is up for letting at the April meeting, it is provided that all proposals shall be submitted subject to acceptance within sixty days from the date of opening.

I recommend that this contract not be awarded at the April meeting, with such award being conditioned upon clearing of the right of way and enactment by Congress of necessary legislation for the closing of North Slough, but rather that the Commission hold the two lowest bids and make the award of the contract at a subsequent meeting, probably at the May meeting.

The reason for this recommendation is that at the time of opening of the bids at the April meeting, Congress will not have enacted the desired legislation, and furthermore, there are some very complicated acquisitions across tidelands involving oyster beds that will have to be accomplished by condemnation, and we will not be in a position to even tender an offer to the owners until such time as we have had the benefit of advice from the Engineering Department with respect to the effect of our highway fill upon tides that flow over the oyster beds and until we have secured the advice of experts in oyster raising with respect to the damage that might be caused by the acquisition and construction of the highway, which damage, of course, would constitute in a large part the compensation that the State will have to pay.

If the contract were to be awarded in April, conditioned upon the clearing of these several items, the acceptance would be at variance with the proposal, and we could thereby get entangled in legal difficulties, either by attempting to force the contractor to perform, if he did not wish to enter into a contract, or we might find it difficult to be relieved from entering into a contract if we should find at the end of the sixty-day period that these matters are not cleared up and we did not wish to enter into the contract. All of these possible legal entanglements can be avoided by the Commission holding the two low bids for a period not to exceed sixty days.

Yours very truly,

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams
     Forrest Cooper

RECEIVED
APR 9 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 1 1952
FOR FILING

March 26, 1952

Oregon State Highway Commission

Gentlemen:

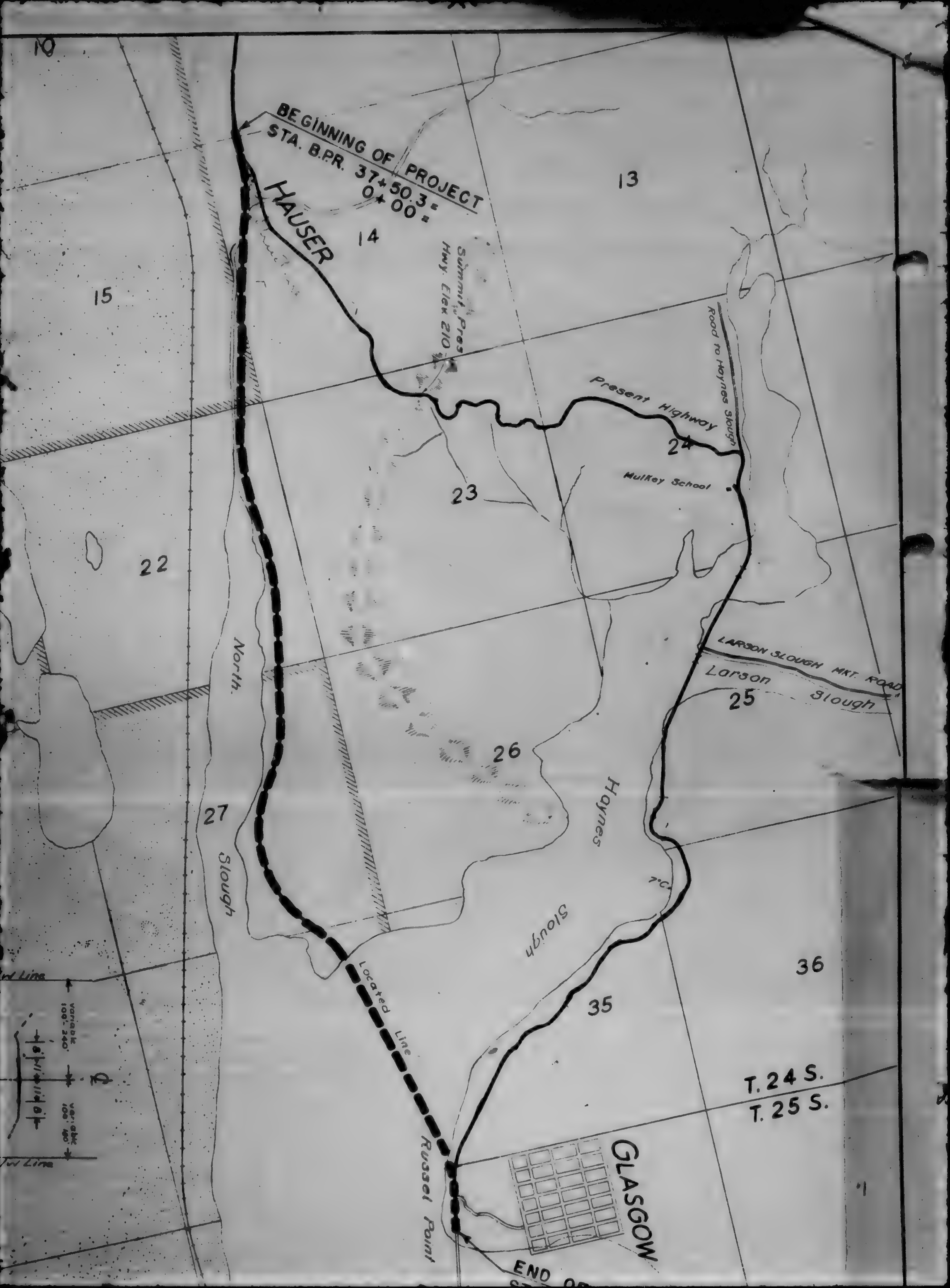
I attach hereto a sketch map showing the route of the relocated US101 between Hauser and the north end of the Coos Bay bridge. The section which is indicated by broken line is 4.54 miles in length and effects a saving of 1.08 miles over the existing route. The new alignment provides excellent gradient and alignment.

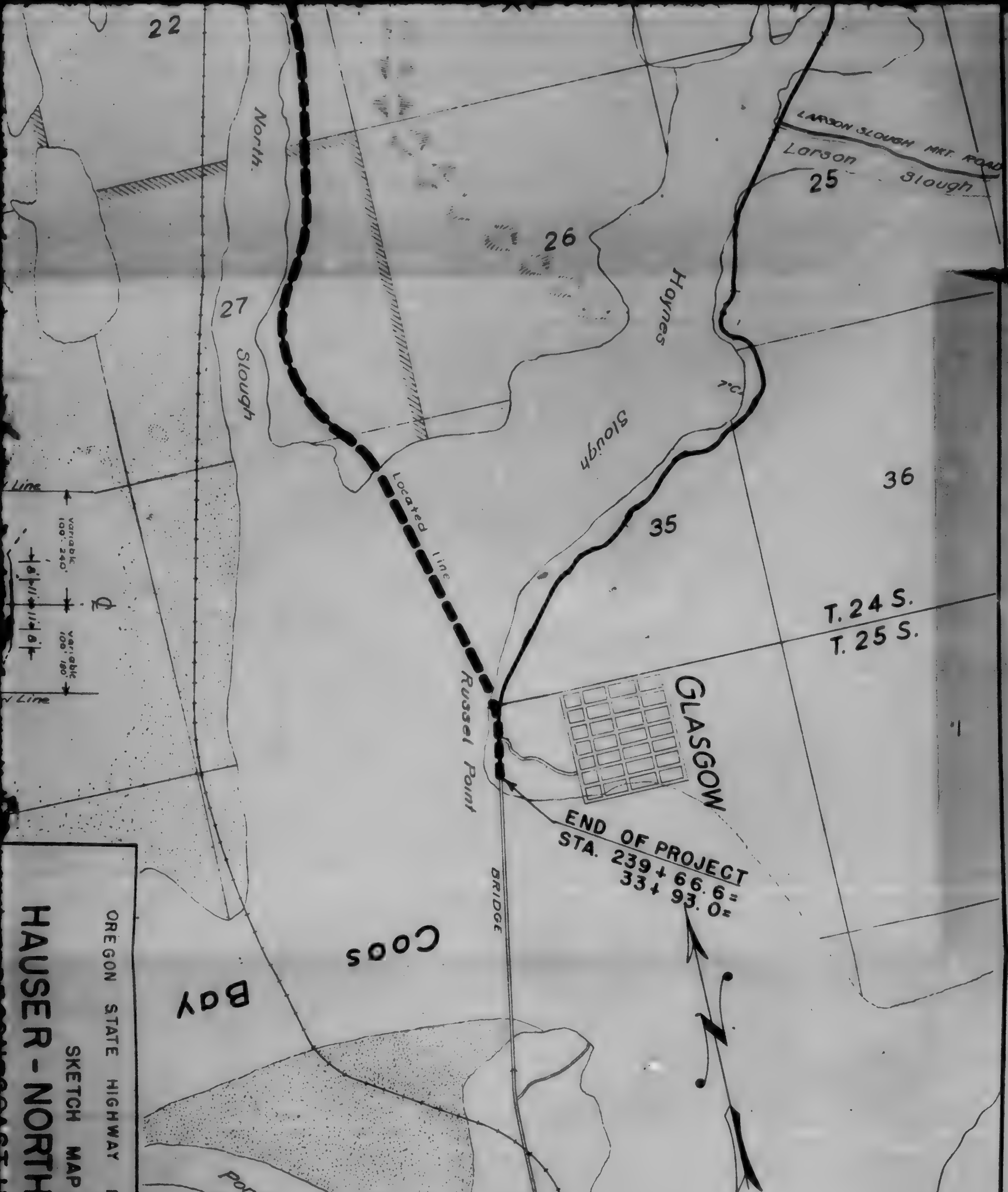
This matter will be on the next agenda, and I recommend your approval of the location as indicated.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure
cc Mr. W. C. Williams
Mr. H. G. Smith

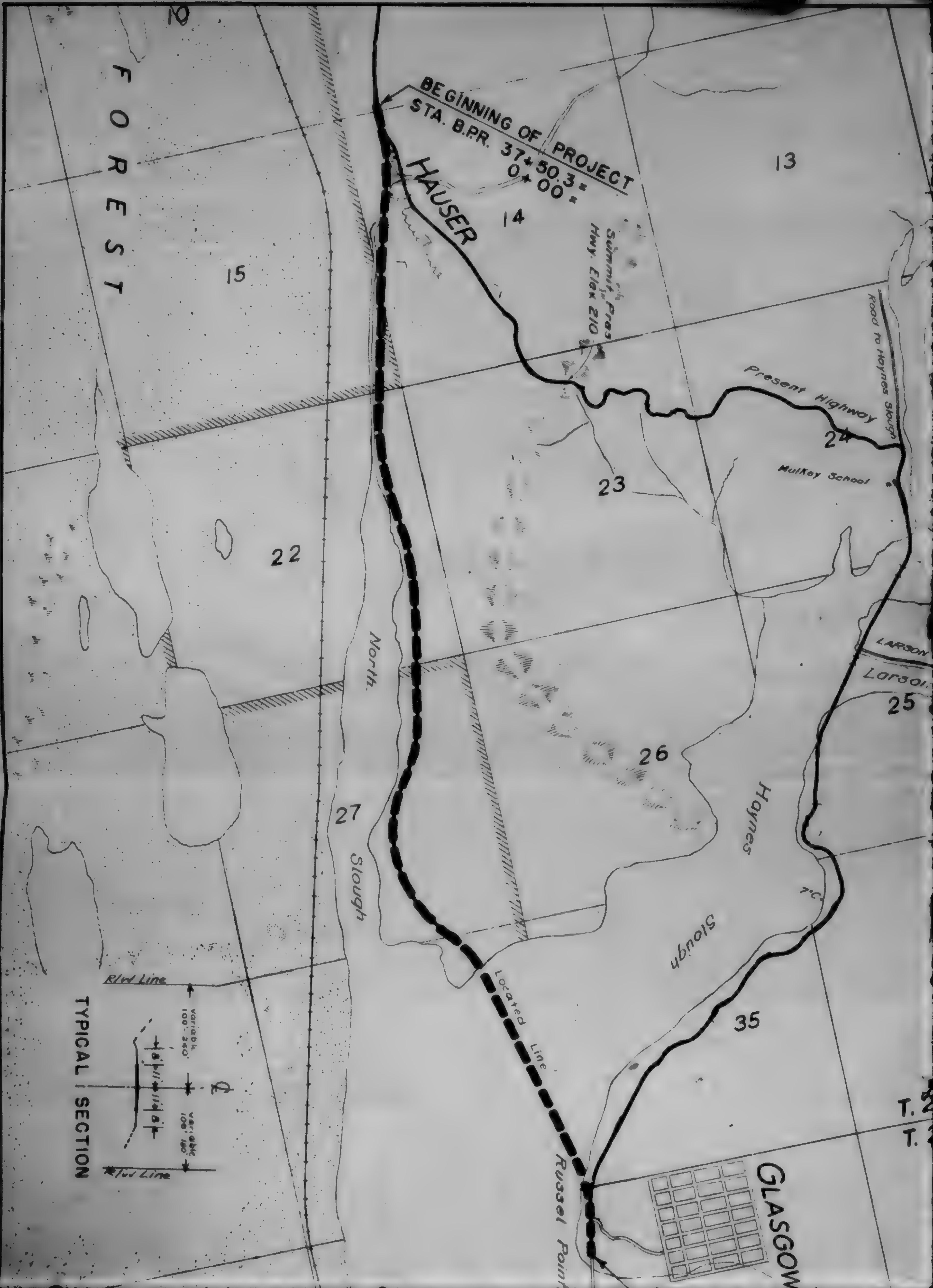

10
BEGINNING OF PROJECT
STA. B.P.R. 37+50.3=
0+00=
HAUSER
13
14
15
Summit Pres. Hwy. Elev. 210
Road to Haynes Slough
Present Highway
24
Mulkey School
23
22
North Slough
LARSON SLOUGH MKT. ROAD
Larson Slough
25
26
27
Haynes Slough
7°C
36
35
Located Line
Russel Point
R/W Line
variable 100'-240'
variable 100'-160'
R/W Line
T. 24 S.
T. 25 S.
GLASGOW
END OF

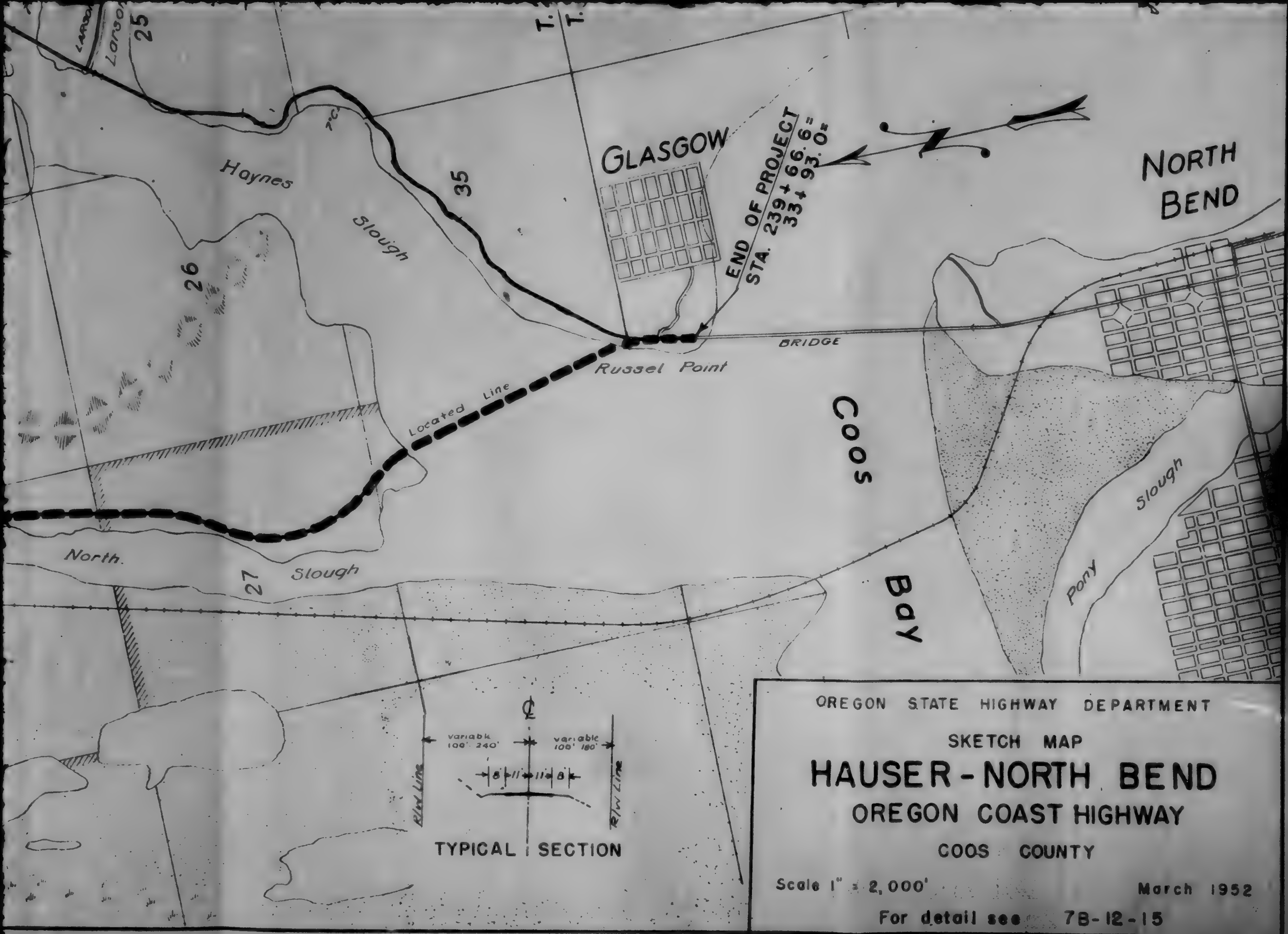


OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

HAUSER-NORTH BEND


10
FOREST
BEGINNING OF PROJECT
STA. B.P.R. 37+50.3 =
0+00 =
HAUSER
13
14
15
Summit, Pres Hwy. Elev 2110
Road to Haynes Slough
Present Highway
24
Mulkey School
23
22
North Slough
LARSON
Larson
25
26
Haynes Slough
27
Located Line
35
T. 2
T.
Russel Point
GLASGOW
TYPICAL SECTION
R/W Line
variable 100'-240'
6' 11' 11' 6'
℄
variable 100'-180'
R/W Line



OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

HAUSER - NORTH BEND

OREGON COAST HIGHWAY

COOS COUNTY

Scale 1" = 2,000'

March 1952

For detail see 7B-12-15

F-73(10) Tigard-Tualatin River Unit 1957
of the Tigard-Newberg Sec. of
#3745 the Pacific Highway West.

F – 93 (10)

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 24, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3745	13-Final	E. C. Hall Co.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
23724	R-108895	$ 8,381.43	11/24/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Aug. 31, 1953

Time Extensions: to Oct. 31, 1953

Completion Date: Oct. 14, 1953

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-24-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

[illegible] ON CARD
11-24-54

Warrant Mailed:
Ruth Rawlings

RECEIVED

FOR FILING

August 2, 1954

Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

State Highway Contract No. 3745 for work performed on the Tigard-Tualatin River Unit, Tigard-Newberg Section of the Pacific Highway West in Washington County was completed by the contractor, [illegible]. C. Hall Co., on October 14 and was formally accepted by the Highway Commission on October 29, 1953.

Final payment in the amount of $8,381.43 will be released to the contractor on or after August 12, 1954. The total contract amount is $360,445.70, of which amount $428.91 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD

8-2-54 sf

RECEIVED
APR 1 1954
FOR FILING

F-73(11)

3745

March 31, 1954

Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to [illegible] Hall Co. in connection with contract No. 3745, covering the Tigard-Tualatin River Unit, Tigard-Newberg Section of the Pacific Highway West in Washington County.

This payment, in the amount of $2,634.67, will be released to the contractor on or after April 10, 1954. The retained percentage is $10,888.59.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD

3-31-54

CEIVED
25 1954
R FILING

FORM E-30 25M 3-51 38040

F-73 (1.)

3745

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 24, 1954

To: Mr. S. H. Probert
Office Engineer
OFFICE

SUBJECT:

NOTED
W. C. WILLIAMS

I note that the semi-final estimate on the Tigard-Tualatin River Section has come into the Salem office.

Mr. Baldock has ordered that certain repairs that must be made on this project are to be charged to the contractor, therefore, before the final estimate is paid, clearance should be obtained from Mr. Baldock or Mr. Williams.

Forr Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

RECEIVED
DEC 1 - 1953
FOR FILING

F-43(1)

November 27, 1953

Seaboard Surety Company
75 Maiden Lane
New York 7, New York

Gentlemen:

It is the intention of the State Highway Commission to release to E. C. Hall Company a portion of the funds heretofore retained by the Commission on Contract No. 3745 covering grading and paving on the Tigard-Tualatin River Unit, Tigard-Newberg Section of the Pacific Highway West in Washington County.

This payment in the amount of $21,183.90 reduces the retained percentage to three percent of the total amount earned by the contractor or the sum of $10,807.10. The present payment will be released on or after December 7, 1953.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Hansen and Rowland, Inc.
611 Henry Building
Portland 4, Oregon

Hansen and Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

NOTED ON CARD
11-27-53, gl

RECEIVED
FOR FILING

F-7[illegible]

November 17, 1953

E. C. Hall Co.
12012 S. W. Barbur Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from September 30 to October 31, 1953 within which to complete your contract No. 3745, covering the Tigard-Tualatin River Unit, Tigard-Newberg Section of the Pacific Highway West in Washington County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: A. O. Shelton,
Division Engineer

D. J. Barbee,
Resident Engineer

H. G. Smith,
Construction Engineer

2715

FORM E-123X 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

2715

November 9, 1953

~~Johnson, Stephens & Parcel~~
~~Attorney at Law~~
~~925 Failing Building~~
~~Portland 4, Oregon~~

File #53-X
Loss 9-9-53

NOTED
W. C. WILLIAMS

Attention: Mr. Howard E. Parcel

Gentlemen:

This is to acknowledge receipt of your letter of November 4, 1953, in regard to the above-captioned file.

Please be advised that I have checked with our Construction Department and find that the frontage road running from Gaarde Avenue to Bend Road was part of the general construction contract on this section of the highway. The general contractor is by express provisions of the contract, made responsible for all detour signs, barricades, etc., in the course of the construction job.

Mr. J. Barbee, our resident engineer, advises me that the only signs on this job that were erected by the State's own forces, were the usual construction signs that are placed at each end of the construction project. Mr. Barbee advises that according to his recollection, the barricades mentioned in your letter were erected by the general contractor and that prior to the erection of the barricades, flagmen were placed along the detour and said flagmen were nearly run over by vehicles operating in excess of the construction zone speed.

Mr. Barbee further advises me that Pacific Asphalt Paving Company was paving on the date in question and that their paving operations necessitated the use of said detour.

As to the allegation of the insurance adjusters and/or contractors that this portion of the highway was improperly designed, our Engineering Department does not feel that there is any merit to such an allegation.

In view of the provisions of the construction contract, I do not believe the State to be involved in this claim of your clients but if we may be of any further assistance to you in this matter, please do not hesitate to contact the writer.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

EARL M. PRESTON
Assistant Attorney

cc: W. C. Williams
Seaboard Surety Co.

EMP:ew

RECEIVED
OCT 26 1953
FOR FILING

F-4-11

3745.

October 22, 1953

Request for extension of time
No. 17
October 29 and 30 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the E. C. Hall Company for an extension of time on the Tigard-Tualatin River Section, Pacific Highway West, Contract No. 3745, from September 30, 1953 to October 31, 1953.

The paving on this project was completed by September 30, but, due to wet weather, the final shoulder work and cleanup of the project was delayed.

There was no inconvenience to the public or additional engineering expense incurred, and I recommend the extension be granted without penalty. Mr. C. C. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:js lg

RECEIVED

FOR FILING

F-73(10)

3745

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Oct. 21, 1953

Mr. J. O. Johnson
Box 111
Tigard, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Johnson:

Re: Our File 53-X
Loss: 9/9/53

This is to acknowledge receipt of your letter under date of October 15, 1953, in regard to your client, Mr. C. H. Keightley, and to advise that the work which you describe in your letter was being carried on under Contract No. 3745 by E. C. Hall, Contractor, of 12012 S.W. Barbur Boulevard, Portland, Oregon.

Under the provisions of the aforementioned contract, the Contractor is under a contractual duty to provide adequate barricades, flagmen, etc. in connection with detours. I note your comment in regard to "negligence on the part of your employees,". I have checked with the Construction Department and find that none of the work at this location was being performed by the State's own forces at this time. In the event you have any different information on this subject, it will be appreciated if you will communicate same to me for our further consideration.

We are at this time, by a copy of your letter and a copy of this letter, advising the Contractor and his Surety Company of your client's claim. If this office may be of any further service to you in this matter, please do not hesitate to contact the writer.

EMP:FRC

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

EARL M. PRESTON
Assistant Attorney

cc- E. C. Hall, Contractor
Seaboard Surety Co., Agent
Mr. W. C. Williams

Form E-1—10M

F-73([illegible])

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 17, 1953, 19

Section Tigard - Tualatin River

Kind of work Grading and Paving

Highway Pacific West

Section prefix 34-1067

Contractor E.C.Hall Co.

Contract number 3745

Date of contract 6-17-52, 19

Date of completion 8-31-53, 19

Date work started 5-5-52, 19

Estimated date of completion 10-31-53, 19

Amount of contract . . . . $ 398,146.05

Per cent of time elapsed 110.68 %

Estimated cost of completed project, exclusive of engineering . . . . $ 398,146.05

Per cent of contract completed, based on total contract price . . . . 97.46 %

Engineering cost to date $ 25,404.99, 83.35 %

Date project was completed October 14, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Job completed this week. Work started on final estimate.

NOTED
FORREST COOPER

Signed D J Barbee D.J.Barbee, Res. Engr.

Address P.O.Box 4699, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.65	2.65			2.65
Miles partially completed	2.65	2.65			2.65
Miles completed	2.65	2.65			2.65
Total estimated quantities	86,000	55,000			14,500 tons
Estimated quantities moved or placed to date	86,000	55,000			14,100 tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Cloudy		
Saturday			

State Printing

RECEIVED
OCT 21 1953
FOR FILING

3745

October 16, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 14, 1953 on Contract No. 3745, Tigard-Tualatin River Unit, Tigard-Newberg Section in Washington County, in connection with Federal Aid Project No. F-73 (10).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

c.c.: John Cattrall

5

RECEIVED
OCT 1 5 1953
FOR FILING

F-4[illegible]

October 15, 1953

[illegible] C. Hall Co.
12012 S. W. Barbur Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from August 31 to September 30, 1953 within which to complete your contract No. 3745 covering the Tigard-Tualatin River Unit, Tigard-Newberg Section of the Pacific Highway West in Washington County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

[illegible], Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: A. G. Skelton,
Division Engineer

D. J. Barbee,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
OCT 16 1953
FOR FILING

F-73(10)

3745

October 7th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Tigard-Tualatin River Contract #3745, Oregon F-73(10), from September 30th, 1953, to October 31st, 1953, to the E. C. Hall Company.

The paving on this project was completed by September 30th, but, due to wet weather, the final shoulder work and cleanup of the project was delayed.

There was no inconvenience to the public or additional engineering expense incurred because of the overrun, and I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

R

cc to: H. G. Smith

RECEIVED
SEP [illegible] 1953
FOR FILING

F-12( )

3745

September 22, 1953

Request for extension of time
No. 21
September 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the E. C. Hall Company for an extension of time on the Tigard-Tualatin River Section, Contract No. 3745, from August 31, 1953 to September 30, 1953.

Prolonged rains in the spring prevented the contractor from starting work for approximately six weeks, which time would normally be good construction weather. For this reason, I recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. H. G. Smith

EAP lg

RECEIVED
SEP 15 1953
FOR FILING

F-7-(1)

3745

September 11, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Tigard-Tualatin River Contract 3745, Oregon F-73(10, from August 31, 1953 to September 30, 1953, to E. C. Hall Company, Contractor.

Prolonged rains this spring prevented the contractor from starting work for approximately six weeks, which time would normally be good construction weather. For this reason, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

RECEIVED
FOR FILING

1-73(1)

[illegible]

R

Maint
Traffic Safety
Sidewalks

Salem, Oregon
November 3, 1952

Mr. H. G. Smith

With reference to footpath at Tigard, please arrange to construct the footpath as recommended by Mr. Skelton and Mr. Barbee on the east side of the highway as far south as McDonald Avenue.

On the west side, I would suggest we attempt to secure easements through the three properties where we do not have sufficient width, and I would see no reason to attempt to obtain access control in getting such easements. If we can obtain the easement we will construct the path on the west side as far south as Gaarde Avenue, and, in the event that we can not obtain the necessary easements, we will have to discontinue the walk on the westerly side at Park Avenue. It would be preferable, however, to have the paths throughout on both sides.

I return the map indicating the proposed construction.

W. C. Williams

WCW:me

Encl.

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31st, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith map and reports from Messrs. Barbee and Skelton regarding the practicability and cost of constructing pathways through Tigard.

Mr. Skelton points out the impossibility of constructing pathways due to lack of slope easements, but Barbee thinks easements could readily be obtained were it not for the fact that they were combined with controlled access.

The estimated cost of the pathways is $2,000.00, and I feel that they are essential for safety in this congested area.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc. 3

RE[illegible]VED
OCT 31 1952
STATE [illegible] GINE

R

FORM K-30X 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 28th, 1952

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Some time ago you called me in regard to the installation of additional sidewalks on the Tigard-Tualatin River Project on 99W. I believe the request for this work came from State Representative Johnson of Tigard.

I am enclosing herewith report dated October 14th from D. J. Barbee, and I am also enclosing map of this section on which Mr. Barbee has indicated in red the extension of the sidewalks as recommended in his report. Barbee recommends that the sidewalk on the left side be extended approximately 50 feet beyond the present end at Station 119+00. This is connected with the old pavement, which is now being used and could be used as a walkway area to Station 132+50. The extension of the left walk from Station 132+50 to McDonald Avenue, which is at Station 145, would cost approximately $450.00. There does not appear to be any reason for the extension of this left walk beyond McDonald Avenue. On the right side it would seem that the walk should be extended from Station 117+20 to at least Park Avenue at Station 121+50. You will note from the south side of Park Avenue, Station 122 to 129+65, additional right of way was not secured from the Cooks. The Right of Way Department attempted to get a slope easement across this property, and included with this slope easement was a restriction of access to the highway. Mr. Cook objected to this restriction, so the slope easement was never secured. It would be possible to build the highway, but not including the sidewalk without this slope easement. If the sidewalk were extended to the south termination on the right side at Station 149, it would be necessary to get an easement across the school property, which should not be difficult to obtain, and also to get additional right of way between Station 142+30 and 145+75. The cost of this sidewalk on the right side throughout the section indicated by Barbee would run approximately $1200.00. No estimate has been made on the additional right of way required.

Mr. Barbee recommends that the walk be constructed on the left side as recommended, utilizing the old pavement from Station 119+50 to Station 132+50, and new sidewalk from there to McDonald Avenue. On the right or west side he recommends no extension, however it should not be difficult to extend this walk to Park Avenue, providing the school district will give us an easement to extend it across their property. I would not recommend the extension of this right sidewalk beyond Park Avenue.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: D. J. Barbee

R

FORM E-90 25M 3-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 14, 1952

SUBJECT: Walk extension, Tigard-Tualatin River

To: Mr. A. G. Skelton
Division Engineer
Office

Dear Sir:

In regard to the matter of extending the walks on the Tigard-Tualatin River Unit of the Pacific Highway West, contract 3745, would report as follows;

The present plans call for the construction of a 4 foot walk along both the right and left sides of the highway on the right of way line. The right side to be constructed from the north end of the project to connect with the existing walk in front of the school at station 116. The left side to be constructed from the north end of the project to station 119+00. The walk along the left side should be extended, under any conditions, approximately 50 feet to connect with the pavement in the old highway which would act as a walk from this point to station 132+50.

To extend the left walk from station 132+50 to McDonald Avenue, station 145, would cost approximately $450 and would serve 1 grocery store, 1 church, 2 meeting houses and 6 residences. Would recommend this walk be constructed.

If the walk along the right side is extended, the extension should continue to Gaarde Avenue, station 149+20. This extension would run from a connection with the school walk at station 117+20 to station 149+20 and would cost approximately $1200. In this length there is 900 feet where slope easement has not been acquired but which would be required if this walk is extended. This 900 feet is from station 117+20 to 118+45, across school property, and from station 122 to 129+65, across the Cook property. It would also be necessary to purchase additional right of way between stations 142+30 and 145+75 which would vary in width from 0.0 at 142+30 to 4.0 at 145+75. This section was purchased under the original alignment and is not parallel to the present south-bound highway.

The first section of slope easement could possibly be acquired across the school property. The Right of Way Department attempted to get a slope easement across the Cook property, station 122 to 129+65, and under the same action to restrict access to the highway. Mr. Cook objected to this and requested a rather high price. The Right of Way Department believes they can get the slope easement at either no cost or a very nominal one if the matter of access restriction is not included. As Mr. Cook now has uncontrolled access across his frontage and does not wish to surrender this right it is a matter of either buying the access or leaving his access uncontrolled whether slope easement is acquired or not. If the walk is not constructed the slope easement will not be required.

The walk along the right side would serve 10 residences, 1 motel, 2 service stations, 1 equipment store and 1 home service store. Of these various buildings only one is within 1200 feet of the school so nearly one quarter of mile of walk would be constructed in front of unimproved property.

Very few of the children from school walk to their homes as they are served by school buses. Would recommend that walk along right side of highway be not extended. Enclosing a map of this area.

Very truly yours,

D. J. Barbee
Resident Engineer

encl.
cc

RECEIVED

FOR FILING

F-73(10)

FORM E-307 25M 4-52 56008

3745

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1952

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between E. C. Hall Company and Perkins Brothers covering Items 21 to 25 inclusive, on Contract No. 3745, Tigard - Tualatin River Section, Ore. F-73 (10), is approved, and you may so inform the interested parties.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc V. C. Williams ✓
C. G. Polk (2)

RECEIVED
FOR FILING
FORM E-30X 25M 4-52 56606

F-73 (10)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 17, 1952

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between E. C. Hall Company and the Pacific Asphalt Paving Company, covering Items 32 to 40, inclusive, on the Tigard - Tualatin River Contract No. 3745, Ore. F-73 (10), is approved, and you may so inform the interested parties.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
C. G. Polk (2)

RECEIVED

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
W. C. WILLIAMS
1st Asst. State Hwy. Engr.
W. W. STIFFLER
2nd Asst. State Hwy. Engr.
C. W. ENFIELD
Chief Counsel

October 2, 1952

Johnson, Stephens & Parcel
Attorneys at Law
220 Lumbermens Building
Portland 4, Oregon

R 18710 - Carrie Heilman

Attention: Mr. J. O. Johnson

Gentlemen:

Your letter of September 25, 1952, addressed to Mr. Earl Saling, and concerning the failure of the Highway Commission to build sidewalks in connection with the construction of the Tigard-Tualatin River Section of the Pacific Highway West is being referred to Mr. Baldock as you requested.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams
Forrest Cooper

Form PR-1 (Revised 1946)

66

State Oregon

Federal Aid Project No. F-73(10)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of October, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of October, 1951, a program, which was approved on the 18th day of December, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of April, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred forty five thousand and 00/100 dollars ($245,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources ______

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 100+06 in the NW 1/4, Section 2, T-2-S, R-1-W, W.M. and survey station 228+50 in the SW 1/4, Section 15, T-2-S, R-1-W, W.M., without exception, ______, length 2.416 miles, in Washington County, Oregon being/Federal Aid project No. F-73(10), consisting of 2.416 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible] mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred forty five thousand and 00/100 dollars ($245,000.00), which does not exceed the authorized Federal pro rata share of three hundred ninety four thousand eight hundred ninety two and 85/100 dollars ($394,892.85), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

Chapter 529, Laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest

H. B. Glaisyer

By /s/ Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By /s/ Chas. H. Reynolds
Member, State Highway Commission
(Title of officer)

Recommended For Approval

R. H. Baldock
State Highway Engineer

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By /s/ W. H. Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11879-2

Oregon State Highway Department Federal Aid Project No. F-73 (10)

TIGARD-TUALATIN RIVER SECTION OF THE PACIFIC HIGHWAY WEST IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 24, 1952

Type Code 6201
4-Lane Roadway (Sta. 100+06 to 228+50)

All Required		Clearing and Grubbing (90%)		$ 9,000.00
8,000	sq. yds.	Removal of Pavement	$ 1.00	8,000.00
2,050	cu. yds.	Structural Excavation, Unclassified	3.00	6,150.00
52,600	cu. yds.	General Excavation, Location "A", Unclassified	0.35	18,410.00
32,400	cu. yds.	General Excavation, Location "B", Unclassified	0.90	29,160.00
190,000	yd. sta.	Short Overhaul	0.02	3,800.00
6,380	C-yd.sta.	Long Overhaul	0.50	3,190.00
3,000	cu. yds.	Excavating and Placing Topsoil	0.75	2,250.00
2,000	yd. mis.	Truckhaul on Topsoil	0.15	300.00
2.42	miles	Finishing Roadbed and Slopes	1,000.00	2,420.00
2,200	lin.ft.	Rounding Cutbanks	0.15	330.00
1,400	lin. ft.	8" Sewer Pipe	1.25	1,750.00
5,000	lin. ft.	12" Sewer Pipe	2.00	10,000.00
600	lin. ft.	18" Sewer Pipe	2.75	1,650.00
250	lin. ft.	Extra for Installing Pipe Under Pavement	3.00	750.00
240	lin. ft.	12" Concrete Pipe	1.50	360.00
800	lin. ft.	18" Concrete Pipe	2.75	2,200.00
120	lin. ft.	24" Concrete Pipe	4.65	558.00
120	lin. ft.	42" Concrete Pipe	9.00	1,080.00
600	lin. ft.	Salvaging Culvert Pipe	2.50	1,500.00
38	only	Concrete Catch Basins	75.00	2,850.00
3	only	Spiral Concrete Catch Basins	100.00	300.00
14	only	Concrete Manholes	350.00	4,900.00
1	only	Adjusting Manholes	75.00	75.00
480	cu.yds.	Concrete Curbs	45.00	21,600.00
50	only	Concrete Sight Posts	10.00	500.00
250	lin. ft.	3/4" Electrical Conduit	1.00	250.00
50	lin. ft.	1½" Electrical Conduit	1.50	75.00
42,000	cu. yds.	3"-0 Material in Base	2.10	88,200.00
10,300	cu. yds.	3/4"-0 Material in Base and Shoulders	2.35	24,205.00
1,100	M-gals.	Sprinkling	3.00	3,300.00
2.42	miles	Preparation of Base	200.00	484.00
730	cu. yds.	3/4"-0 Material in Binder Course	3.85	2,810.50

115	tons	Furnishing and Placing RC-3 Asphalt	$ 37.00	$ 4,255.00
380	cu. yds.	Furnishing and Placing Aggregates	3.85	1,463.00
32	tons	Furnishing and Placing 150-200 Asphalt	38.00	1,216.00
15,000	tons	Class "B" Asphaltic Concrete	6.25	93,750.00
68	tons	RS-1 Emulsified Asphalt in Seal Coat	39.00	2,652.00
410	cu. yds.	Aggregate in Seal Coat	5.00	2,050.00
1,200	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	1,200.00
		Subtotal		$358,993.50
		10% Engineering & Contingencies		35,899.35
		Total		$394,892.85

Length of Roadway	2.146 miles
Cost per mile	$184,013.44

Federal Funds	$245,000.00
State Funds	149,892.85
	$394,892.85

State Funds for Construction: Chapter 175, laws 1917: Chapter 31, laws 1920: Chapter 529, laws 1939.

State Funds for Maintenance: Chapter 529, laws 1939.

Oregon State Highway Department **Federal Aid Project No. F-73 (10)**

TIGARD-TUALATIN RIVER SECTION OF THE PACIFIC HIGHWAY WEST IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 2, 1952

Type Code 6201
4-Lane Roadway (Sta. 100/06 to 228/50)

All Required		Clearing and Grubbing (90%)		$ 3,600.00
8,000	sq. yds.	Removal of Pavement	$ 0.75	6,000.00
2,050	cu. yds.	Structural Excavation, Unclassified	3.00	6,150.00
52,600	cu. yds.	General Excavation, Location "A", Unclassified	0.40	21,040.00
32,400	cu. yds.	General Excavation, Location "B", Unclassified	1.00	32,400.00
190,000	yd. stas.	Short Overhaul	0.02	3,800.00
6,380	C-yd. stas.	Long Overhaul	0.50	3,190.00
3,000	cu. yds.	Excavating and Placing Topsoil	1.00	3,000.00
2,000	yd. mi.	Truck Haul on Topsoil	0.25	500.00
2.42	miles	Finishing Roadbed and Slopes	800.00	1,936.00
2,200	lin. ft.	Rounding Cutbanks	0.15	330.00
1,400	lin. ft.	8-inch Sewer Pipe	1.25	1,750.00
5,000	lin. ft.	12-inch Sewer Pipe	2.00	10,000.00
600	lin. ft.	18-inch Sewer Pipe	3.00	1,800.00
250	lin. ft.	Extra for Installing Pipe Under Pavement	2.50	625.00
240	lin. ft.	12-inch Concrete Pipe	2.25	540.00
800	lin. ft.	18-inch Concrete Pipe	3.50	2,800.00
120	lin. ft.	24-inch Concrete Pipe	5.00	600.00
120	lin. ft.	42-inch Concrete Pipe	7.50	900.00
600	lin. ft.	Salvaging Culvert Pipe	2.00	1,200.00
38	only	Concrete Catch Basins	75.00	2,850.00
3	only	Special Concrete Catch Basins	85.00	255.00
14	only	Concrete Manholes	225.00	3,150.00
1	only	Adjusting Manholes	75.00	75.00
480	cu. yds.	Concrete Curbs	45.00	21,600.00
50	only	Concrete Sight Posts	10.00	500.00
250	lin. ft.	3/4-inch Electrical Conduit	0.80	200.00
50	lin. ft.	1½-inch Electrical Conduit	1.00	50.00
42,000	cu. yds.	3" - 0 Material in Base	2.25	94,500.00
10,300	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.00	30,900.00

1,100	M-gals.	Sprinkling	$ 3.00	$ 3,300.00
2.42	miles	Preparation of Base	200.00	484.00
730	cu. yds.	3/4" - 0 Material in Binder Course	4.00	2,920.00
115	tons	Furnishing and Placing RC-3 Asphalt	40.00	4,600.00
380	cu. yds.	Furnishing and Placing Aggregates	4.50	1,710.00
32	tons	Furnishing and Placing 150-200 Asphalt	40.00	1,280.00
15,000	tons	Class "B" Asphaltic Concrete	6.25	93,750.00
68	tons	RS-1 Emulsified Asphalt in Seal Coat	42.00	2,856.00
410	cu. yds.	Aggregate in Seal Coat	5.00	2,050.00
1,200	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	1,200.00
			Subtotal	$370,391.00
			10% Engr. & Cont.	37,039.10
			Total	$407,430.10

Length of Roadway	2.146 miles
Cost per mile	$189,855.59

Federal Funds	$253,000.00
State Funds	154,430.10
	$407,430.10

TIGARD-TUALATIN RIVER SECTION

PROJECT NO. F-73 (10)

While negotiations for rights of way are in progress 30 parcels have not been acquired nor has the right to occupy and use these parcels been secured but it now believed that all necessary rights of way or rights of entry can be made fully available within sixteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

April 4, 1952

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 7, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The request for approval of individual project program change dated March 12, 1952, relative Item 136, Project F-73(10), Tigard to Tualatin River was approved effective March 27, 1952.

The item now will appear on the Postwar Federal-aid Primary Highway Program as follows:

Item	136
County	Washington
Project No.	F-73(10)
FA Route No.	9
State Route	U.S. 99 W
Termini	Tigard to Tualatin River
Estimated Project Cost:	
Total	$415,000
Federal	257,000
State	158,000
Length	2.45 mile
Character of Work	Grading, draining, 4-lane high type pavement

Yours very truly,

C G Polk

C. G. Polk
District Engineer

RECEIVED
1952
FOR FILING

E-13(10)

2745

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1952

SUBJECT: File No. 1372
Tigard-Tualatin River Section

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Smith:

In acquiring right of way from Charity Lodge No. 75, I.O.O.F. of Oregon, Tigard-Tualatin river section, quite a hassel developed and among other things they raised quite an issue over the trees growing in front of the lodge hall. We finally effected a settlement based upon certain trees being removed, the others were to be preserved

Comes now the trustees of the lodge alleging that five of the remaining trees were damaged so severely that they must be removed. Three of these trees were damaged by burning by the contractor during his clearing operations. Two others were damaged by excavation around the roots. Cursory inspection which I made a day or two ago would indicate that damage has been inflicted.

In order to settle this matter they have asked that the five damaged trees plus two others be removed at State expense in lieu of a damage claim. While I realize that part of the damage would probably be chargeable against the contractor I would like to request that some agreement be worked out in the field to remove the seven trees in question and close this matter, as I am sure that the benefits in public relations, if no other, justify the work.

If this meets with your approval, I suggest that the resident engineer contact our right of way supervisor Mr. Mayhew in Portland, who will make the necessary arrangements with the lodge people.

Will you kindly advise what action you take in this matter.

Very truly yours,

FORREST COOPER
Right of Way Engineer

FC:lb
cc: Mr. W. C. Williams ✓
Mr. S. N. Mayhew

RECEIVED
FOR FILING

3-93(15)

3745

RECEIVED
AUG 6 1952
OREGON
STATE HIGHWAY COMMISSION

3596

Relative Indexed
Under
Rentfrow, O.V.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 5th, 1952

SUBJECT: State Highway Commission
vs.
O. V. Rentfrow et ux

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to your assignment 3596 dated July 31, 1952 referring to a letter dated July 30th, concerning the State versus O. V. Rentfrow on the Tigard-Tualatin River Unit of the Pacific Highway West. Your correspondence is returned with this letter.

I am enclosing herewith copy of D. J. Barbee's letter of August 4th in regard to this matter, and also a white print of this section, which shows the change in access to Avalon Park and also shows the west frontage road that is to serve the Rentfrow property. You will note that Barbee has indicated the frontage road as stopping at the Rentfrow entrance, and also that he shows the Brandon entrance south of there as a direct entrance to 99W. I can see no particular objection to a direct connection to the highway from the Rentfrow property, as this access is to only the southbound lane.

The right of way transaction with the Brandons is somewhat involved. The original option calls for a direct access to the highway at Station 238, and also for a connection to the frontage road. In an amendment to this option this access was changed, through our regular frontage road paragraph, which provides for direct access to cease at such time as a frontage road is built, but it is stated in this amendment that it is understood with the grantors that under the present construction plan, that the frontage road shall connect with the grantor's driveway at Station 238. The deed specified the right of access to the highway at Station 238, but has the standard frontage road clause, which states that upon completion of the frontage road, all rights of access to the highway shall cease, and that they shall have access to the frontage road.

This matter has been discussed with Carl Smith, right of way agent handling this transaction, and it is his thought that these people would be satisfied if the direct access is built and the frontage road is not extended. Their objection to the frontage road only is that traffic will use this frontage road on their property as a turning around spot.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: H. G. Smith
D. J. Barbee

FORM E-30X 25M 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 4th, 1952

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
Office

Dear Sir:

Referring to the enclosed correspondence in regard to the Rentfrow property on the Tigard-Tualatin River Unit, I am enclosing a white print showing the change in access to Avalon Park in this vicinity, and have also shown the west frontage road that is to service the Rentfrow's property.

This white print shows the one house south of the Rentfrow property owned by S. A. and M. N. Brandon. The deed to property purchased from the Brandons calls for access to the highway at the location shown on the print. In view of this, there would be no harm in stopping the service road in front of the Rentfrow entrance as shown on the enclosed print.

Yours very truly,

D. J. Barber

D. J. BARBER
Resident Engineer

DJB:w
Encl.

ASSIGNMENT

July 31, 1952

No. 359
By WCW

Description: **Letter of July 30 by Mr. Enfield regarding State v. O. V. Rentfrow on Tigard-Tualatin River Unit of Tigard-Newberg Section of the Pacific Highway West in Washington County. Copy of letter by Geo. Mead and plans Sheet 12 attached.**

Acknowledged by _____ Referred to **Skelton**

xxxx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature
____

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 8-6-52 Report received ________

Remarks: **Please make no commitments as to change until matter**
(over)

CWW:avh

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS

Salem, Oregon
July 30, 1952

SUBJECT: State Highway Commission
v.
O. V. Rentfrow, et ux.
L 1870

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

The above reference case involves the acquisition of 2,490 feet of land owned by O. V. Rentfrow and Opal R. Rentfrow, necessary for right of way of the Tigard-Tualatin River Unit of the Tigard-Newberg Section of the Pacific Highway West in Washington County, which particular right of way is being acquired for the construction of a frontage road.

The remaining property has improvements consisting of a residence and six cabins, wherein the owner operates a motel business. The owner has been quite concerned because of the anticipated reduction in his business by reason of being placed upon a frontage road, with the connections between the frontage road and the main highway being some distance from his place of business, and thereby probably resulting in would-be customers passing the frontage road connections before sighting his place of business, and because of lack of convenient access, continue on rather than patronizing his establishment.

Mr. George W. Mead is representing the Rentfrows, and I enclose a copy of a letter received this date from Mr. Mead, wherein it is requested that we consider the feasibility of establishing the southerly entrance to the frontage road opposite the motel rather than approximately 100 feet southerly thereof. For your convenience, I enclose herewith two sheets of the construction plan showing the present plan of construction of this frontage road.

I will appreciate your giving consideration to Mr. Mead's request, and if it be found not desirable to change the location of this connection, please advise me of the reasons therefor so that I may so inform Mr. Mead.

Yours very truly,

CWEnfield

C. W. ENFIELD
Chief Counsel

RECEIVED
[illegible] 1 1952
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

CWE:avh
cc - Forrest Cooper

GEORGE W. MEAD
ATTORNEY AT LAW
1107 Public Service Building
Portland, Oregon
Atwater 7686

July 28, 1952

Mr. C. W. Enfield, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Cliff:

Thank you for your letter of July 25, relative to State Highway Commission vs O. V. Rentfrow et ux, your file L-1870.

I note from the plans that the so-called access or frontage road will have its southerly entrance some distance south of the Rentfrow motel. There is no other business establishment in the vicinity of the entrance to the frontage road and we were wondering whether or not it would be feasible to establish the entrance to the frontage road approximately at the entrance to the motel which would in our opinion operate greatly to minimize the damages. Will you please take this matter up with your engineering department and advise us whether it would be feasible to establish the entrance to the frontage road at the motel rather than approximately 100 feet southerly thereof.

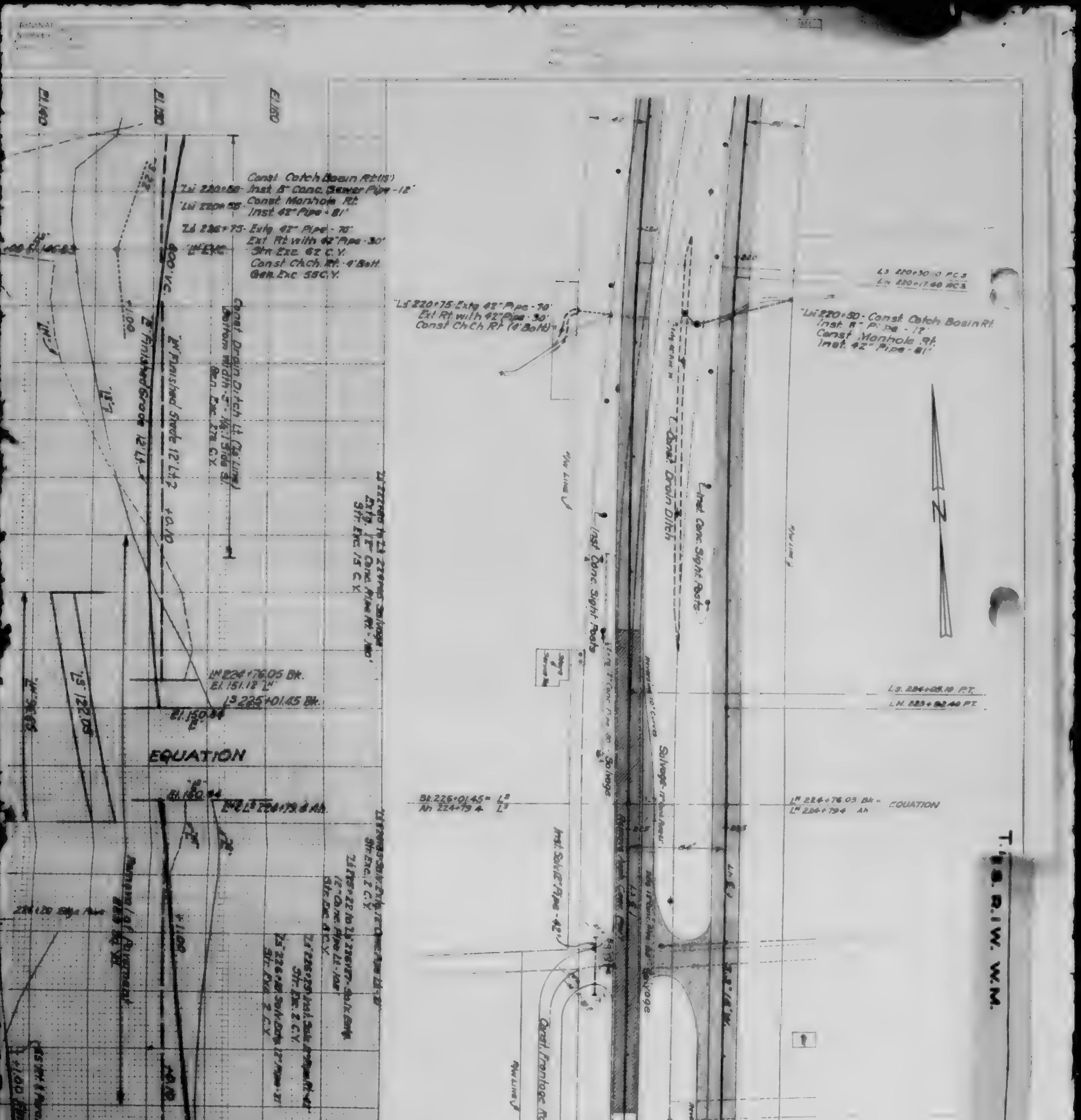
We are glad to learn that the present plans for the highway contemplate a divider for the north and south bound traffic but that immediately south of the north connection of the frontage road "jingle bars" will be placed in the center of the highway.

Thank you for your cooperation in connection with this matter.

Very truly yours,

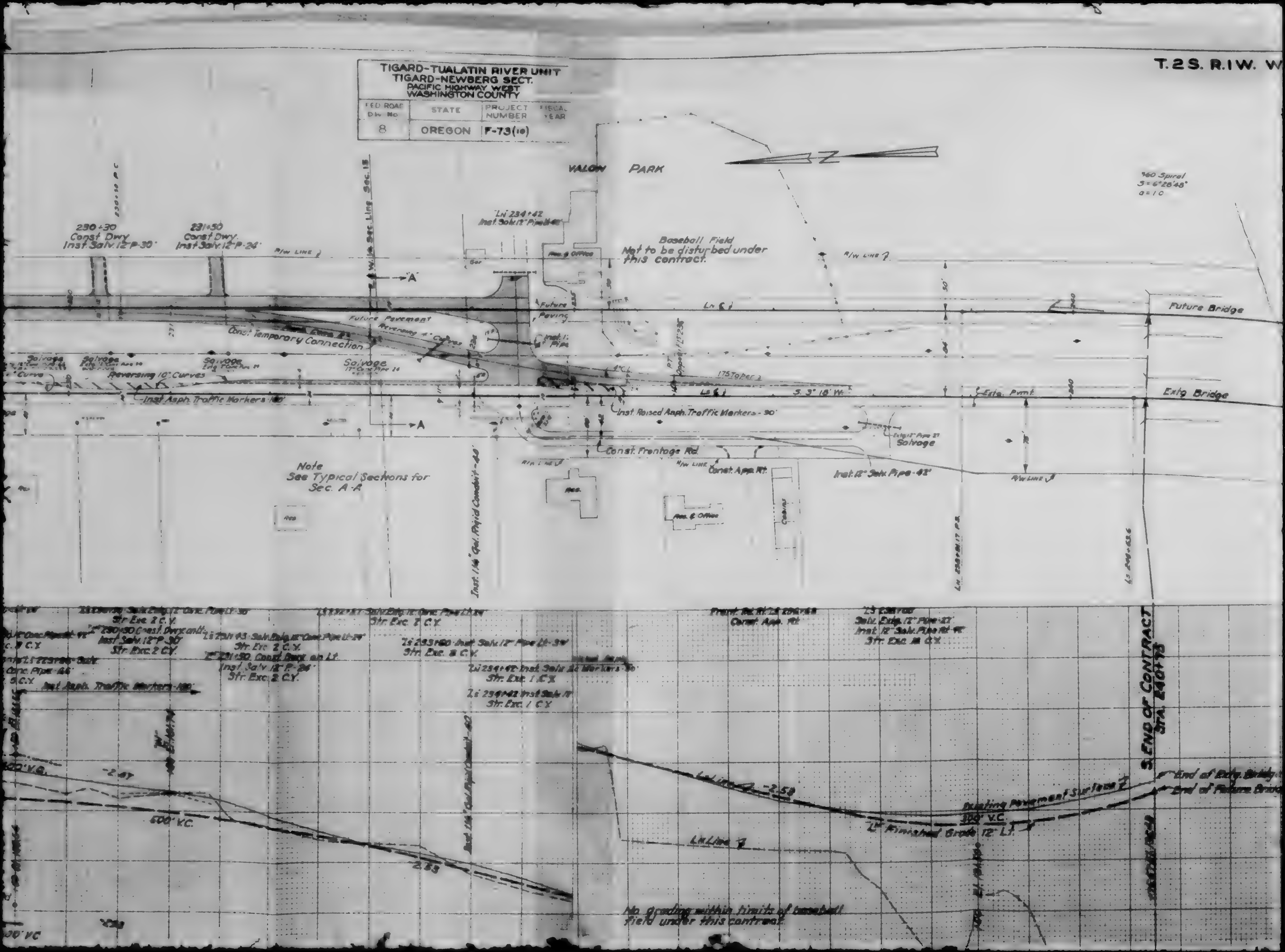
(Sgd.) George W. Mead

GWM:mm

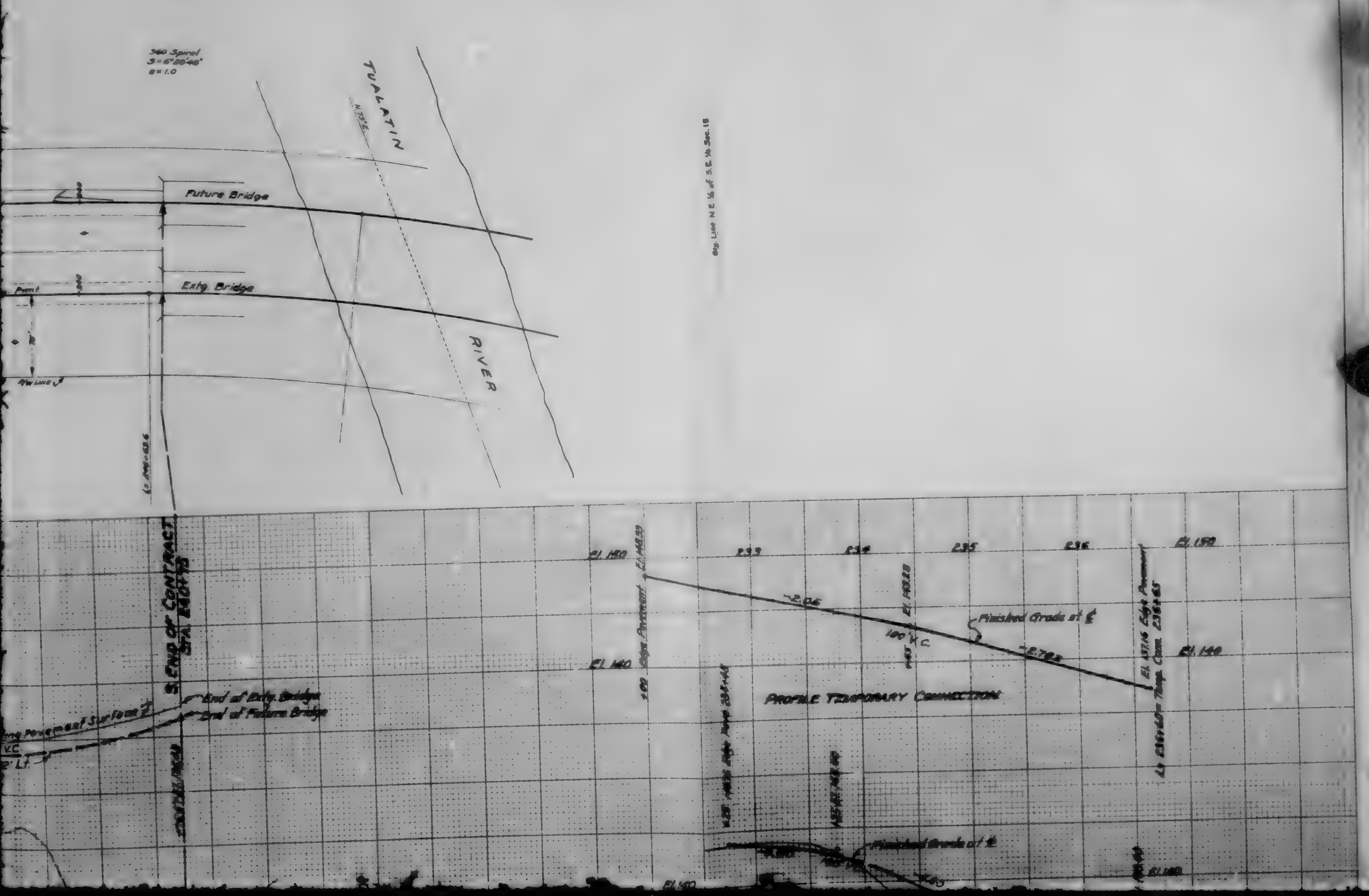
El.180
El.180
El.180
Const. Catch Basin Rt.(15')
Lsi 220+50 - Inst. 8" Conc. Sewer Pipe - 12'
Lsi 220+55 - Const. Manhole Rt.
Inst. 42" Pipe - 81'
Ls 220+75 - Extg. 42" Pipe - 70'
Ext. Rt. with 42" Pipe - 30'
Str. Exc. 62 C.Y.
Const. Ch.Ch. Rt. - 4' Bott.
Gen. Exc. 55 C.Y.
400' V.C.
Const. Drain Ditch Lt. (Ls Line)
Bottom Width 3', Ht. Slope 3:1
Gen. Exc. 278 C.Y.
E Finished Grade
E' Finished Grade 12' Lt.
"LS 220+75 - Extg 42" Pipe - 70'
Ext. Rt. with 42" Pipe - 30'
Const. Ch.Ch. Rt. (4' Bott.)"
LS 220+30.0 P.C.S
LN 220+17.40 P.C.S
"Lsi 220+50 - Const. Catch Basin Rt.
Inst. 8" Pipe - 12'
Const. Manhole Rt.
Inst. 42" Pipe - 81'
N
Const. Drain Ditch
Inst. Conc. Sight Posts
LN 224+76.05 Bk.
El. 151.12 LN
LS 225+01.45 Bk.
El. 150.84
EQUATION
El. 150.84
LN & LS 224+79.4 Ah.
Bk. 225+01.45 = LS
Ah 224+79.4 LS
LS. 224+05.19 P.T.
LN. 223+92.40 P.T.
LN 224+76.05 Bk = EQUATION
LN 224+79.4 Ah
Salvage
10° Curve
Inst. Salv. 42" Pipe - 42'
Const. Frontage Rd.
R/W Line
END OF PROJECT
Sta. 228+50
FISCHER RD.
R.1W. W.M.
250+3
Const. Di
Inst. Salv.

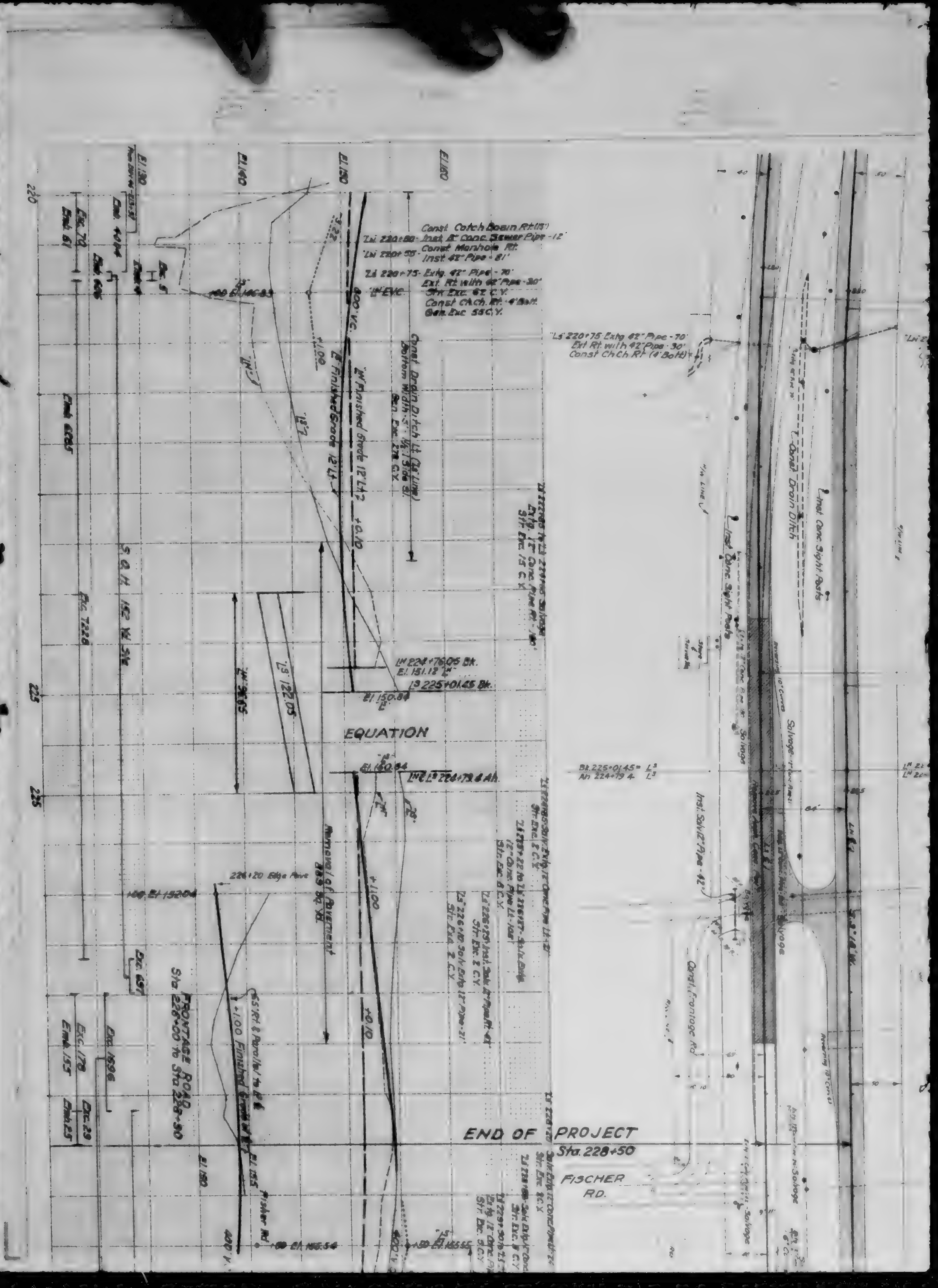
TIGARD-TUALATIN RIVER UNIT
TIGARD-NEWBERG SECT.
PACIFIC HIGHWAY WEST
WASHINGTON COUNTY

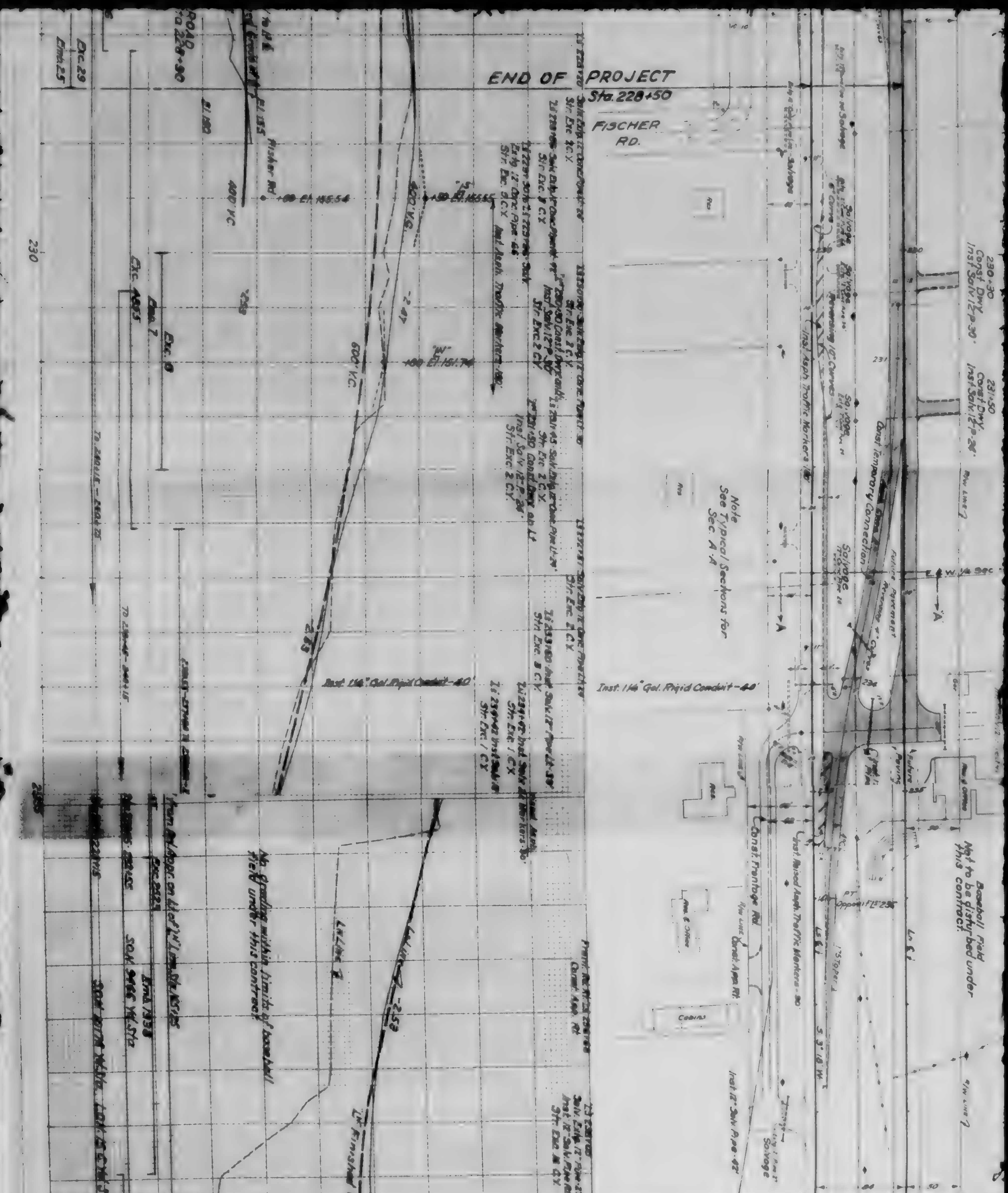
FED. ROAD DIV. NO.	STATE	PROJECT NUMBER	FISCAL YEAR
8	OREGON	F-73(10)	

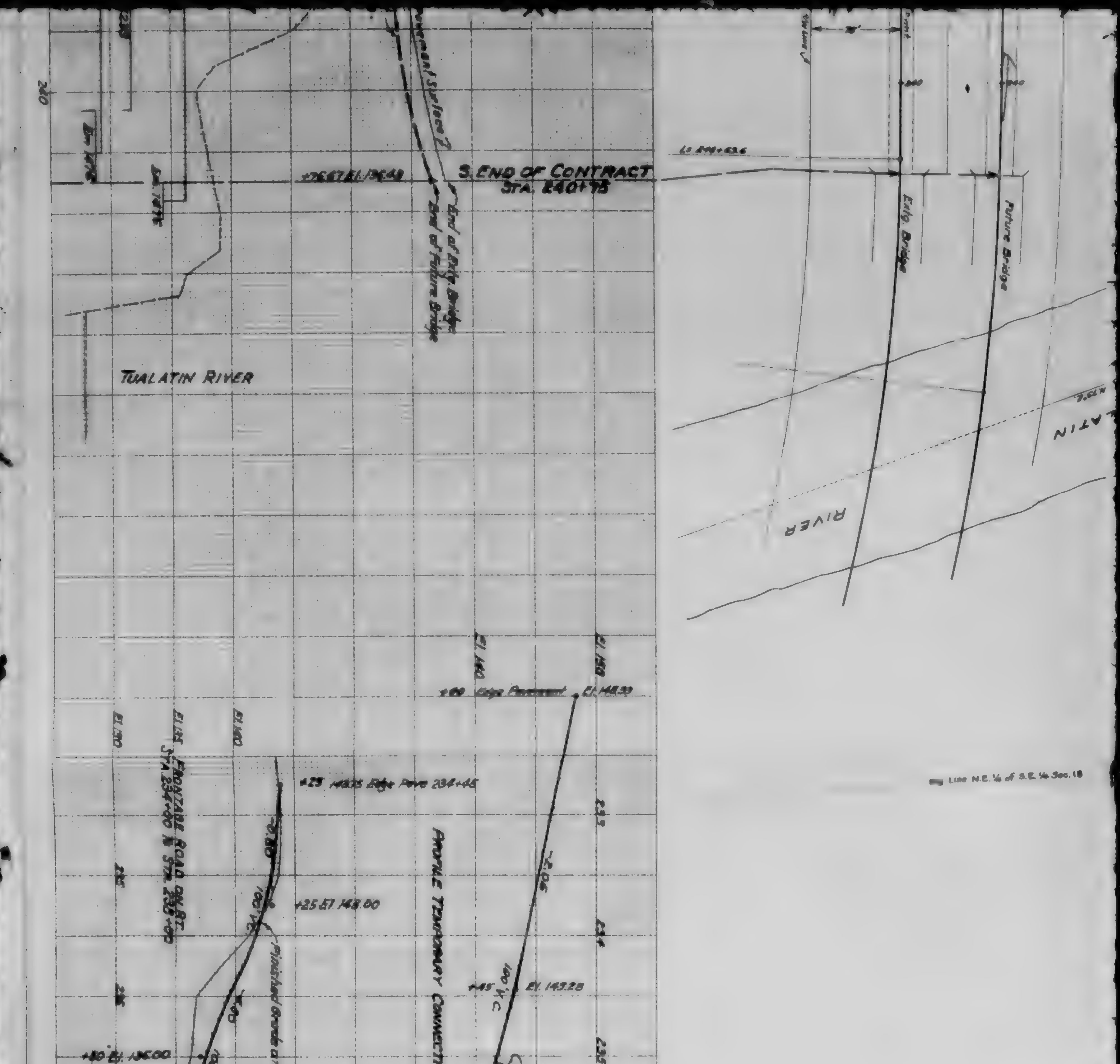


TIGARD-TUALATIN RIVER UNIT TIGARD-NEWBERG SECT. PACIFIC HIGHWAY WEST WASHINGTON COUNTY				SHEET No 12
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	F-73([illegible])		See Index




Const. Catch Basin Rt.(15')
"L6" 220+80 - Inst. 8" Conc. Sewer Pipe - 12'
"L6" 220+55 - Const. Manhole Rt.
Inst. 42" Pipe - 81'
"L5" 220+75 - Extg. 42" Pipe - 70'
Ext. Rt. with 42" Pipe - 30'
Str. Exc. 62 C.Y.
Const. Ch.Ch. Rt. - 4' Bott.
Gen. Exc. 55 C.Y.
"L5" 220+75 Extg. 42" Pipe - 70'
Ext. Rt. with 42" Pipe - 30'
Const. Ch.Ch. Rt. (4' Bott.)
El. 180
El. 160
El. 150
El. 140
El. 130
220
225
600' V.C.
"L" Finished Grade
"W" Finished Grade
Const. Drain Ditch Lt.
Bottom Width 3'
Gen. Exc. 278 C.Y.
Exc. 70
Emb. 61
Emb. 6285
Exc. 7228
S.Q.H. 15.2 Yd. Sta.
L5 122.05
L4 224+76.05 Bk.
El. 151.12
L3 225+01.45 Bk.
El. 150.84
EQUATION
L4 = L5 224+79.4 Ah.
Bk. 225+01.45 = L3
Ah. 224+79.4 L5
Removal of Pavement
228+20 Edge Pave.
+1.00
+0.10
+1.100
Inst. Salv. 12" Pipe - 42'
Const. Frontage Rd.
Const. Drain Ditch
Inst. Conc. Sight Posts
Salvage
Exc. 178
Emb. 155
Exc. 1696
Exc. 29
Emb. 125
FRONTAGE ROAD
Sta. 226+00 to Sta. 228+90
+1.00 Finished Grade
END OF PROJECT
Sta. 228+50
FISCHER RD.
Fischer Rd.
El. 155
400' V.C.
+50 El. 155.55
Str. Exc. 2 C.Y.
Str. Exc. 5 C.Y.


END OF PROJECT
Sta. 228+50
FISCHER RD.
Note
See Typical Sections for Sec. A-A
Inst. 1¼" Gal. Rigid Conduit - 40'
Const. Temporary Connection
Const. Frontage Rd.
Inst. Asph. Traffic Markers
Inst. Raised Asph. Traffic Markers - 30
Baseball Field
Not to be disturbed under this contract.
231+30
Const. Dwy.
Inst. Salv. 12" P. 30'
231+50
Const. Dwy.
Inst. Salv. 12" P. 30'
No Grading within limits of baseball field under this contract.
Existing Pavement Surface
L.t. Finished Grade 12' Lt.
300' V.C.
600' V.C.
400' V.C.
El. 131.50
El. 131.74
El. 135.54
Salvage
Cabins
Exc. 29
Emb. 25
Exc. 8
Exc. 2325
Emb. 7938
Emb. 4235
230
235
240


240
Pavement Surface ℄
S. END OF CONTRACT
STA. 240+75
+76.57 El. 136.41
End of Extg. Bridge
End of Future Bridge
TUALATIN RIVER
Extg. Bridge
Future Bridge
RIVER
TIN
Line N.E. ¼ of S.E. ¼ Sec. 18
El. 140
El. 150
+60 Edge Pavement El. 148.39
El. 130
El. 135
El. 140
FRONTAGE ROAD ON RT.
STA. 234+00 TO STA. 236+00
+25 148.35 Edge Pave 234+45
+25 El. 148.00
100' V.C.
Finished Grade at ℄
+80 El. 136.00
-2.00
+60 El. 133.60
PROFILE TEMPORARY CONNECTION
-2.06
+45 El. 143.28
100' V.C.
Finished Grade at ℄
-2.702
El. 137.16 Edge Pavement
Ls 236+60 = Temp. Conn. 236+65
234
235
236
237
El. 140
El. 150

RECEIVED
AUG 7 1952
FOR FILING

F-7[illegible]

3-74[illegible]

Agenda Item 4-t

July 28, 1952

Tigard Water District
Tigard, Oregon

Gentlemen:

This note is simply to confirm information, which I presume you have already received orally or otherwise, concerning your request that the State Highway Commission cooperate financially with the district in the re-establishment of its water pipe line which has become necessary because of construction of the Tigard-Tualatin Section of the Pacific Highway West.

This matter had the attention of the State Highway Commission at its last meeting, and you will be pleased to know that the Commission has authorized a maximum expenditure of $2,500 for this purpose. The Commission understands that the district has sufficient funds to pay for necessary new pipe, but does not have sufficient funds to pay all of the cost of installing it. The State's contribution will consist of reimbursing the district for the actual expense of installing the pipe provided such installation expense does not exceed $2,500.

This matter is to be covered by a written agreement which is being prepared in this office.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

This was done by [illegible] agreement [illegible] 2-3-54. [illegible] See [illegible]

Salem, Oregon
July 18, 1952

Agenda Item 4-t

Mr. H. G. Smith

The State Highway Commission has approved cooperation with the Tigard Water District whereby the State will pay labor costs for readjusting the pipe lines at actual cost, but in no event is the amount to exceed $2,500.

You will please furnish to Mr. Enfield necessary information to enable him to draw up the form of agreement to be entered into between the Water District and the State Highway Commission.

W. C. Williams

WCW:mc

cc Mr. G. W. Enfield
Mr. A. G. Skelton

June 23, 1952

Oregon State Highway Commission

Gentlemen:

In the construction of the Tigard-Tualatin River section of the Pacific Highway West, it will be necessary to move some 3,000 lineal feet of water main now in the right of way. These water mains belong to the Tigard Water District, being a sort of Public Utilities District, as Tigard is unincorporated. Now, as is usually the case in small water districts, the Tigard Water District is in poor financial condition and is without sufficient funds to carry out the moving of the pipe lines. It does have sufficient funds to buy new pipe to replace the existing pipe, which is in poor condition, but does not have funds to cover the installation of the same.

It is estimated that the cost of installing the new pipe which would be furnished by the Water District is $2,500. In many instances in the past we have cooperated with municipal water districts in the moving of pipe lines to permit new construction, and I recommend that in this instance the Highway Commission cooperate with the Tigard Water District to the extent that if the Water District will furnish all of the pipe fittings, et cetera, the Highway Commission will reimburse the District for the cost of installing the same, and I would limit such cost to whatever the actual cost would be, but in no event to exceed $2,900 as the State's share.

This matter will be on the next agenda, and it is necessary that a decision be made at this time as construction is progressing on this project and the pipe line must be moved in the very near future or the water system will be disrupted.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me
cc Mr. H. G. Smith

RECEIVED
JUL 11 1952
FOR FILING

[illegible]

3745

July 9, 1952

E. C. Hall Co.
12012 S. W. Barbur Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3745, which was awarded to you on June 17, 1952 by the State Highway Commission, for grading and paving on the Tigard-Tualatin River Unit, Tigard-Newberg Section of the Pacific Highway West in Washington County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 25 1952
FOR FILING

June 20, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that clearing work was started on May 25, 1952 on Contract No. 3745, Tigard-Tualatin River Unit of the Tigard-Newberg Section, in connection with Federal Aid Project No. F-73 (10).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

RECEIVED
AUG 7 1952
FOR FILING

[illegible]

[illegible]

AGENDA
JUL 10 1952

June 17, 1952

E. C. Hall Company
12012 S. W. Barbur Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on April 22, 1952, accepted your proposal for grading and paving the Tigard-Tualatin River Unit of the Tigard-Newberg Section of the Pacific Highway West in Washington County, for the sum of $375,501, and awarded contract No. 3745 to you subject to clearance of right of way and concurrence by the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ed
Enc.

cc - W. H. Fransen
S. H. Probert
R. G. Smith
Goldie Lewis

TIC SERVICE	
ck the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 17, 1952
3:00 p.m.

E. C. Hall Co.
12012 S. W. Barbur Boulevard
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Tigard-Tualatin River Unit of the Tigard-Newberg Section of the Pacific Highway West in Washington County for which you submitted low bid on April 22, 1952. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

RECEIVED
FILING
OREGON DISTRICT
748

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 17, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-73(10) Tigard-Tualatin River Section of the Pacific Highway West, we hereby concur as of this date in award of contract to E. C. Hall Company of Portland, Oregon, low bidder in the amount of $375,501.00 at the April 22, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

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JUN [illegible] 1952
FOR FILING

7 73 ([illegible]

3445

June 17, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence is requested in the award today of contract for grading and paving on the Tigard-Tualatin River Section of the Pacific Highway West in Washington County, Project F-73 (10), to the E. C. Hall Co. of Portland, Oregon, on the basis of the bid of $375,501 submitted by that company on April 22, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED

FOR FILING

3314

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1952

SUBJECT: Assignment No. 3314

PLEASE RETURN TO
W. C. WILLIAMS

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

Enclosed is one signed copy of a resolution adopted by the Washington County Court consenting to the closure of County Road No. 1331 and to the construction of a service connecting road from the point of closure to a connection with the W. Side Pacific Highway. Two signed copies of the resolution have been retained in this office.

John W. Cattrall
Engineer, County and City Relations

John F. Hagemann
By: John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

[illegible]

NOTED
H. G. SMITH

RECEIVED

April 16, 1952 **ASSIGNMENT** No. 331
By WCW

Description: Thomas J. Reeder's letter of April 15 and 4 copies of resolution re closing of Washington County Road No. 1331 and construction of connecting service road in connection with Tigard-Tualatin River Unit Project on Tigard-Newberg Section of 99W

Acknowledged by _____ Referred to Cattrall

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 4-18-52 Report received ________

Remarks: Please check and if OK secure signatures of county officials. WCW

E-123 37,500 REVISED 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Apr. 15, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

Herewith, you will find the original and three copies of the proposed resolution relative to the closing of Washington County Road No. 1331, and the construction of a connecting service road in connection with the Tigard-Tualatin River Unit Project on the Tigard-Newberg Section of the Pacific Highway West in Washington County.

Please note that this resolution is to be signed by the Washington County Court, and will evidence the Court's consent to the road closure, etc., pursuant to the throughway act.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J. Reeder
THOMAS J. REEDER

TJR:FRC

NOTED
W. C. WILLIAMS

RECEIVED
[illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

EIVED
1952
FOR FILING

[illegible]

[illegible]

F-73 [illegible]

April 15, 1952

Miss Velma Plebuch, Secretary
Tigard Grange No. 148
Route 2, Box 353-A
Tigard, Oregon

Dear Miss Plebuch:

Bids will be opened for construction of the Pacific Highway West (US99W) between Tigard and the Tualatin River at a meeting of the Highway Commission in Portland on April 21 and 22. The plans, which have already been completed and furnished to prospective bidders, call for footpaths only as far west as the grade school, and it is too late to change these plans now.

We have had other requests for extension of the footpaths to McDonald Store, and we have agreed to make further investigation. If it is deemed necessary that the footpaths be extended, we may be able to work out an arrangement with the contractor which will then be presented to the Highway Commission for the final decision.

Very truly yours,

R. H. Baldock
State Highway Engineer

WGW:me lg
cc Mr. W. C. Williams

Tigard Grange

Tigard, Oregon

April 7, 1952

State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Attention: Mr. Baldock

Gentlemen:

The Tigard Grange at its meeting Wednesday evening requested that I address this communication to you relative to the building of sidewalks along the new highway in Tigard. We feel that the sidewalks should be installed on each side of the highway from McDonald Store to the viaduct. We understand that the sidewalks are to be only installed from the grade school to the viaduct.

As you know, the Grange is located between McDonald Store and the Grade School. At the present time we have a cinder path from our Grange part way to the Grade School District. Citizens of this community would really appreciate the extension of sidewalks at least to McDonald Store. It is a real necessity due to the heavy pedestrian traffic to the Grade School, the Catholic School, the high school and the moving picture theatre.

We are concerned about this matter and urge your serious consideration of this request.

Very truly yours,

Velma Plebuch, Secretary
Rt. 2 Box 353-A
Tigard, Oregon

REFERRED TO
Mr. Williams
By State Highway Engineer

Please prepare
an answer.

RECEIVED
APR 10 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 7, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project F-73(10), Tigard-Tualatin Section of the Pacific Highway West, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Yours very truly,

C Polk
C. G. Polk
District Engineer

EIVED
FOR FILING

1-73(3)

Salem, Oregon
March 27, 1952

Mr. C. W. Enfield
Chief Counsel

The Highway Commission plans to accept bids on the Tigard-Tualatin River Unit, Tigard-Newberg Section of the Pacific Highway West, in Washington County at the April 21-22 Commission meeting. The southerly 2.3 miles of this project are to be constructed as a throughway. Within the limits of this 2.3 miles the Commission plans to construct and maintain a service connection road or frontage road from Fischer Road, Washington County Road No. 1331, northerly along the west side of the proposed throughway 0.06 mile to a connection with the proposed throughway. After construction of this service connection road the Commission plans to close Fischer Road, Washington County Road No. 1331, where it intersects the easterly line produced of the proposed service connection road.

It is requested that a resolution be prepared for adoption by the Washington County Court as required by the throughway law. Five copies of a map, upon which the point of closure is indicated by a red line and the proposed service connection is colored in yellow, are enclosed for attachment. Four copies of the resolution, in addition to any the Legal Department may require, are needed.

W. C. Williams
Assistant State Highway Engineer

Encl.

JFH:MM
cc: John W. Cattrall

EIVED
FOR FILING
FORM E-30 25M 3-51 47190

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 27, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed is a suggested letter to the Legal Department with attachments requesting preparation of a resolution to be adopted by the Washington County Court approving the closure of Fischer Road, Washington County Road No. 1331, and carrying it to a new connection with the Pacific Highway West at a point 0.06 mile north. This is in connection with the Tigard-Tualatin River unit, Tigard-Newberg Section, which is up for bid at the April 21-22 Commission meeting.

John W. Cattrall
Engineer, County and City Relations

NOTED
W. C. WILLIAMS

By

John F. Hagemann
John F. Hagemann
Assistant Engineer, County and City Relations

JFH:MM
Encl.

RECEIVED
MAY 29 1952
FOR FILING

[illegible]

#2145

Agenda Item
1-7
April 21, 1952

April 24, 1952

Mr. T. B. Denney
Mr. Ernest L. Blankinship
Mr. John O. Wick
Trustees, Charity Lodge No. 75, I. O. O. F. of Oregon
Tigard, Oregon

Gentlemen:

The State Highway Commission at its meeting this week discussed your letter of March 29, 1952 regarding compensation for the taking of lodge property as right of way for the new highway through Tigard.

The Commission could not see its way clear to approve the things that you mentioned and which you demanded as compensation for the taking of the property and referred the matter back to the Right of Way Engineer to conduct further negotiations with you from a different standpoint. Someone representing the Right of Way Department will call upon you shortly for further discussion of the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

RECEIVED
FOR FILING

April 11, 1952

Oregon State Highway Commission

Gentlemen:

Mr. Glaisyer has furnished you a copy of a letter from Charity Lodge No. 75, I.O.O.F. of Oregon at Tigard, requesting certain conditions as the basis for right-of-way negotiations for property needed on the Tigard-Tualatin River Section of US99W.

The demands, as set forth in the letter signed by the trustees, are exorbitant and not in line with right of way settlements in the vicinity. We are taking only a very small portion of the property, the total depth being about 13 feet across their frontage of approximately 150 feet. They are demanding a price of $20 per front foot, which would result in a price of $3,000 for the right of way. In addition, they are asking for pavement of driveways completely around the building and the construction of a paved parking area at the rear of the building.

Mr. Forrest Cooper advises that the value of this land is about 30 cents per square foot, which would make the land value $585. The demand for blacktop pavement is not in order as they do not have paved parking areas or paved driveways at the present time. We are taking a small part of a gravel parking area at the front of the building and have offered to construct a similar parking area in the rear of the church.

We have acquired adjoining property from the Grange Hall on a reasonable basis and see no reason to pay more than the value of the I.O.O.F. property, and should not improve the driveways or parking areas beyond the conditions which now exist.

Inasmuch as this matter has been directed to your attention, it will be on the next agenda and I recommend that their demands be denied and that Mr. Cooper proceed in the normal manner to acquire the right of way and, if unable to do so by negotiation, that condemnation proceedings be instituted.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:lg
cc Mr. W. C. Williams
Mr. Forrest Cooper

April 1, 1952

Mr. T. B. Denney
Mr. Ernest L. Blankinship
Mr. John O. Wick
Trustees, Charity Lodge No. 75, I. O. O. F of Oregon
Tigard, Oregon

Gentlemen:

This will acknowledge receipt of your letter of March 29, 1952 in which you propose to the State Highway Commission certain things as compensation for the taking of your property as right of way for the new highway through Tigard.

I am referring it to the State Highway Engineer, Mr. R. H. Baldock, and Right of Way Engineer, Mr. Forrest Cooper, for recommendation to the State Highway Commission. When action has been taken in the matter, I will advise you further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:LH.

CC Members of the State Highway Commission
R. H. Baldock
Forrest Cooper

AGENDA
APR

Tigard, Oregon
March 29, 1952

Oregon State Highway Commission,
State Office Building,
Salem, Oregon.

Subject: Charity Lodge No. 75, I.O.O.F. of Oregon, at Tigard

Gentlemen:

Charity Lodge No. 75, I.O.O.F. of Oregon, at Tigard, owns frontage on Highway 99W which has been surveyed for use by the Oregon State Highway Commission for the construction of a new highway through Tigard. It is believed that the right-of-way to be acquired for highway purposes will, in effect, move the I.O.O.F. hall so close to the highway as to necessitate the removal of ten or eleven of the trees which now stand between the building and the highway, and which form the setting in which the building was placed at the time of its construction.

The I.O.O.F. hall and the Grange hall on the adjoining property is the civic center of the community of Tigard. In front of the I.O.O.F. hall, and between it and the Grange hall, stands a grove of memorial trees, planted by the pioneer families of the Tigard community at an Arbor Day celebration long years ago. These are stately trees, of considerable size, and constitute the only remaining grove of trees in the community. The I.O.O.F. hall, a colonial brick building with high front portico, was placed sufficiently far from the right-of-way of the then existing highway to take advantage of the screen offered by a dozen or more of these trees, and to utilize the natural beauty of the tree bordered site as a fitting setting for the edifice. Tigard boasts one of the most beautiful fraternal buildings in the state. It was so planned, and to make it so the planners utilized the spacious grove of lofty trees to enhance the beauty of the structure.

The effect of widening the right-of-way for the highway will be to move the building nearer to the roadway, and the destruction of the grove of sheltering trees will be to strip the building of its cover and leave it suddenly exposed. The damage to the site and to the building will be perpetual.

We have carefully considered the matter. We ask just compensation for our property and for the damage to be suffered for that portion which will remain for our use. As trustees of Charity Lodge No. 75, I.O.O.F. of Oregon, we submit the following proposal:

ACKNOWLEDGED
H. B. GLAISYER

> For that portion of our property taken by the State for highway purposes, $20.00 for each front foot of a strip not to exceed ten feet in depth.
>
> Maintenance of the rights of ingress to and egress from our property which we now enjoy and by which we enter and leave via our circular drive.

R. E.

The State to provide a sufficient amount of rock and gravel and blacktop to pave a parking area at the rear of the I.O.O.F. building.

The State to pave the driveway which encircles the I.O.O.F. hall from the place where it enters at one edge of the property to the place where it leaves at the other edge of the property, the paved strip to be 20 feet in width.

The I.O.O.F. hall is the meeting place for fraternal organizations listed as follows:

Tigard Lodge No. 207, A.F. and A.M.
Tigard Chapter No. 174, O.E.S.
Charity Lodge No. 75, I.O.O.F.
Tigardville Rebekah Lodge No. 220
Tualatin Encampment
Theta Rho Girls

Approximately 490 persons belong to organizations which meet in the I.O.O.F. hall. Nearly every family throughout the widespread community is represented. The use and enjoyment of our property is the concern of the whole community, and we respectfully request that this proposal have your earnest consideration and approval.

Respectfully,

T. B. Denney

Ernest L Blankinship

John O. Wick

Trustees, Charity Lodge No. 75,
I.O.O.F. of Oregon.

S-216(3) Calapooya Creek-Sutherlin Sec. 1952
of the Elkton-Sutherlin Hwy.
#3746 northwest from Sutherlin.

RECEIVED
JAN 15 1954
FOR FILING

December 31st, 1953

FINAL COST ANALYSIS

Calapooya Creek-Sutherlin Section
Contract #3746

Elkton-Sutherlin Secondary Highway
Prefix 110-1055-201(41)

Bridges, Grading & Paving
Fred H. Slate Co. Ltd. & E. C. Hall Co., Contractors
R. D. Asburry, Resident Engineer

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	All	$2,866.48	$13,000	$ 2,866.48	$13,000.00
Struct. Exc., Unclass.	243.9	Cu. Yd.	2.82	4.00	687.69	975.60
Trench " "	206.7	" "	1.38	2.00	285.73	413.40
General " "	95,380.5	" "	0.36	0.40	34,248.57	38,152.20
Short Overhaul	148,423	Yd. Sta.	0.02	0.02	2,968.46	2,968.46
Long "	2,573.3	C-Yd. Sta.	0.50	0.50	1,286.65	1,286.55
Rock Slope Protection	1,014	Cu. Yd.	2.94	3.00	3,073.95	3,042.00
Finish R/B & Slopes	3.84	Mile	653.26	800.00	2,508.53	3,072.00
Rounding Cutbanks	4,003	Lin. Ft.	0.156	0.20	626.52	800.60
36" Corr. Metal Pipe	36	" "	10.23	12.00	368.35	432.00
48" " " "	66	" "	14.50	18.00	957.45	1,188.00
6" Perf. Metal Drain Pipe Coated	260	" "	1.63	2.00	435.53	520.00
12" Concrete Pipe	861	" "	1.92	2.00	1,654.55	1,722.00
18" " "	528	" "	3.70	4.25	1,954.95	2,244.00
24" " "	207	" "	5.43	6.00	1,123.95	1,242.00
36" " "	75	" "	9.67	10.00	725.41	750.00
3/8"-0 Backfill in Drains	30	Cu. Yd.	4.46	6.00	133.19	180.00
Coarse Material in Base	33,436	" "	2.03	2.25	67,169.51	75,231.00
3/4"-0 Material in Base and Shoulders	5,521.5	" "	2.86	3.25	15,788.39	17,944.88
Sprinkling	3,791.3	M/Gal.	1.86	2.50	7,033.62	9,478.25
*Preparation of Base	3.84	Mile	250.00	250.00	960.00	960.00
*3/4"-0 Material in Binder Course	245	Cu. Yd.	5.00	5.00	2,125.00	2,125.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Class "B" Asphaltic Concrete	9,350.18	Ton	$7.40	$7.40	$69,250.53	$ 69,250.53
3/4"-½" Cr. Material in Stockpile	1,275.5	Cu. Yd.	2.86	3.50	2,647.82	4,464.25
½"-¼" Crushed Material in Stockpile	1,251.7	" "	2.86	3.50	3,579.16	4,380.95
¼"-#10 Crushed Material in Stockpile	663	" "	2.86	3.50	1,896.40	2,320.50
**Furnish Treated Piling	1,018	Lin. Ft.	2.00	2.00	2,036.00	2,036.00
**Drive Piles	44	Each	90.00	90.00	3,960.00	3,960.00
**Class "A" Concrete	150.47	Cu. Yd.	78.00	78.00	11,736.66	11,736.66
**Metal Reinforcement	37,036.29	Lb.	0.11	0.11	4,073.99	4,073.99
**Treated Timber in Place	3.57	M-FBM	300.00	300.00	1,071.00	1,071.00
Remove Bridge Sta. 1095	All	All	380.53	500.00	380.53	500.00
Provide for Traffic and Remove Bridge Sta. 1105+62	All	All	768.25	1,000.00	768.25	1,000.00
PA #1, Remove Stone House	All	All	168.50	250.00	168.50	250.00
PA #2, Extra for Placing Rock Slope Protection Under Bridge	133	Cu. Yd.	2.94	1.80	390.49	239.40
PA #3, Purchase Excess 12" Concrete Pipe	21	Lin. Ft.	0.85	0.85	17.85	17.85
PA #3, Purchase Excess 24" Concrete Pipe	12	" "	2.55	2.55	30.60	30.60
PA #3, Purchase Excess 6" Perf. Metal Pipe, Coated	240	" "	1.13	1.13	271.20	271.20
PA #3, Purchase 6" Metal Bands	11	Each	1.13	1.13	12.43	12.43
*PA #4, MC-2 in Binder Course	84.39	Ton	45.00	45.00	3,797.55	3,797.55
PA #5, Cement Adjustment in Favor of State				4.71		87.72
Force Account					671.01	876.52
					$256,741.85	$287,929.75

* Work done by J. C. Compton, subcontractor.
** Work done by Snook Bros., subcontractors.

Gross Revenue	$287,929.75
Total Cost	256,741.85
Net Profit	$ 31,187.90

Net Profit Equals 10.8% of Gross Revenue

Contract #3746
F. H. Slate & E. C. Hall, contractors

Detail of Cost

Labor:

Labor and Supervision	$44,451.99	
Labor Taxes	2,365.19	
		$46,817.18

Materials:

36" Corr. Metal Pipe	36 Lin. Ft.	at $8.18	$ 294.48	
36" " " Bands	1 Each	" 8.10	8.10	
48" Corr. Metal Pipe	66 Lin. Ft.	" 11.35	749.10	
48" " " Bands	2 Each	" 11.00	22.00	
6" Perf. Metal Drain Pipe, Coated	500 Lin. Ft.	" 1.13	565.00	
6" Perf. Metal Bands	24 Each	" 1.13	27.12	
12" Concrete Pipe	882 Lin. Ft.	" 0.85	749.70	
18" " "	528 " "	" 1.79	945.12	
24" " "	219 " "	" 2.55	558.45	
36" " "	75 Lin. Ft.	" 8.06	604.50	
Collar	1 Each	" 8.09	8.09	
				4,531.66

Equipment Rental and Misc. Supplies:

Equipment Rental (Owned)	$26,088.65	
" " (Hired)	37,964.06	
Gas, Oil and Grease	4,923.23	
Freight and Cartage	5,274.35	
Lumber	41.75	
Crushed Rock	15,297.97	
Sand	15.30	
Cement	64.00	
Riprap Rock	1,014.00	
Fence Materials	301.05	
Bond	1,728.22	
Small Tools and Misc.	2,085.00	
Water (Hired)	4,235.83	
Field Office	1,298.87	
Home Office and General Overhead	6,050.00	
		106,382.28

Subcontracts:

Oiling and Paving - done by J. C. Compton	$76,133.08	
Structures - built by Snook Bros.	22,877.65	
		99,010.73

Total Cost $256,741.85

Contract #3746

Remarks:

This was a "Federal Aid Secondary Project" calling for the clearing, grading and paving of 3.84 miles of highway and two reinforced concrete structures on the Elkton-Sutherlin Secondary Highway.

The contract was bid on May 26th, 1952, and awarded on May 29th, 1952. Work was started on June 9th, 1952, and continued until October 13th, 1952, when it was stopped for the winter. Work was resumed on April 14th, 1953, and the project was completed June 22nd, 1953.

The contractor started moving in on June 9th, 1952, and began clearing on June 10th, using 4 laborers, a D-6 Caterpillar tractor with bulldozer and a D-8 caterpillar tractor with a clearing blade. The clearing was light, and excellent progress was made in this phase of work. The contractor had a very high bid for the amount of clearing to be done and made a large profit on this item.

The prime contractor's equipment on this project consisted of three LeTourneau Super C Turnapulls, four D-8 Caterpillar tractors, one D-6 Caterpillar tractor, three bulldozers, one clearing blade, two 12 cu. yd. scrapers, one sheepsfoot compactor, one compressor, two motor graders, one 10-ton roller, two motor graders, one boom truck, seven dump trucks, two 3/4 Lima shovels, one dragline attachment and other necessary grading equipment.

The grading was done with three Turnapulls, two D-8 Caterpillar tractors with 12 cu. yd. scrapers attached , two D-8 Caterpillar tractors with bulldozers, one D-6 Caterpillar tractor with bulldozer and a power grader. The material moved was mostly common and very little ripping or shooting was required. Good progress was made. The contractor had a good bid price and made a fair profit on these items.

The coarse material in the base was obtained from the State designated gravel bar located in the Umpqua River approximately 500 feet westerly of M.P. 14.7 on the Elkton-Sutherlin Highway. This material was loaded into trucks with a 3/4 cu. yd. Lima shovel with a 1 cu. yd. dragline bucket. The hauling was done almost entirely with hired trucks varying in number from 15 to 23. The average haul, practically all up grade to the project, was approximately 10 miles. The material was processed with a D-8 Caterpillar tractor with a bulldozer attached, one power grader and one 10-ton roller. Progress was good on this work, and a good profit was made.

The crushed material for the project was purchased locally from the Roseburg Sand and Gravel Company and hauled by the contractor. The contractor finished placing 3/4" - 0 material on the road on October 11th, 1953, and J. C. Compton brought in a distributor and shot the binder that day.

The project was shut down on October 13th, 1952, for the winter.

During this shut down period crushed material was being hauled to the paving site and stockpiled as it was available.

The paving subcontractor, J. C. Compton, started moving in the paving plant on March 16th, 1953, and started paving April 14th, 1953. The equipment

Remarks (Cont'd):

consisted of a Pioneer continuous mix plant, one D-8 Caterpillar tractor with dozer, one power grader, one Barber-Greene paving machine, two 10-ton rollers, six trucks and other necessary paving equipment. The paving contractor averaged about 75 tons an hour when he was able to operate. Unfavorable weather caused a large amount of down time. The paving was completed on June 19th, 1953. The contractor did a large amount of asphaltic concrete work for the County and private companies from this setup.

The structures were subcontracted to Snook Bros. Their equipment consisted of a small pile driver, one D-6 Caterpillar tractor with bulldozer, one compressor, one flatbed truck and other necessary equipment. The contractor started work in July 1952 and made good progress, completing his work in September 1952.

The prime contractor executed the work very efficiently and realized a nice profit.

E. H. Clymer
Chief Cost Analyst

By . . F. W. Sugnet

RECEIVED
OCT 22 1953
FOR FILING

C-1 (3)

3746

October 21, 1953

Hansen and Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Gentlemen:

The final contract price on State Highway Contract No. 3746, awarded to Fred H. Slate Company and E. C. Hall Company, has been computed at $287,929.75. Final payment was mailed to the contractor on October 12, 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

HANSEN & ROWLAND INC.
GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

August 31, 1953

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Attn: Mr. H. B. Glaisyer

Re: Bond 58199 - Slate-Hall Joint Venture-Contract on Elkton-Sutherlin Secondary Highway in Douglas County, Oregon - Contract No. 3746

Gentlemen:

We have and thank you for the contract report dated August 25, 1953 giving us contract progress information on the captioned project and stating that the project was accepted as complete August 6, 1953 but that final price has not yet been determined.

When this has been determined we will appreciate being informed in order that we may close our file.

Thank you for your cooperation.

Final contract price $287,929.75
Final payment made 10-12-53.

Very Truly Yours

HANSEN & ROWLAND, Inc.
General Agents.

K. M. Mace

K. M. Mace, Asst. Mgr.
Surety Bond Department

sf

RECEIVED
SEP 3 1953
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 9, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3746	12-Final	Fred H. Slate Co. Oregon Ltd. & E. C. Hall Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19821	R-78000	$ 9,113.95	10/8/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: None

Completion Date: June 22, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-12-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
by Floyd Query

Warrant Mailed: A. W. Wohlander

NOTED ON CARD

RECEIVED
FOR FILING

September 23, 1953

Great American Indumnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3746 for work performed on the Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Secondary Highway in Douglas County was completed by the contractor, Fred H. Slate Co. Oreg.Ltd. and E. C. Hall Co., on June 22, 1953 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $9,113.95 will be released to the contractor on or after October 3, 1953. The total contract amount is $287,929.75, of which amount $876.52 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD

RECEIVED
AUG 3 1953
FOR FILING

[illegible]

[illegible]

July 31, 1953

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Fred H. Slate Co.,Oreg. Ltd & E.C. Hall Co. on contract No. 3746, covering Bridges, Grading and Paving on the Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Secondary Highway in Douglas County. This payment, in the amount of $13,968.27 will be released to the contractor on or after August 10, 1953. The retained percentage is $8,623.17.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
cc - Great American Indemnity Co.
1 Liberty St.
New York 5, N.Y.

NOTED ON CARD
7-31-53

Form E-1—10M—11-51

- 316(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 18, 1953

Section Calapooya Creek-Sutherlin

Kind of work Grading, Paving & Bridges

Highway Elkton-Sutherlin

Section prefix 110-1055

Contractor Fred H. Slate and E. C. Hall

Contract number 3746

Date of contract June 20, 1952

Date of completion August 31, 1953

Date work started June 20, 1952

Estimated date of completion June, 19

Amount of contract $ 290,900.92

Per cent of time elapsed 87 %

Estimated cost of completed project, exclusive of engineering $ 280,541.33

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 20,011.70, 87 %

Date project was completed June 22, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Submitted semi-final estimate to Division Office this week.

Final report

NOTED
FORREST COOPER

Signed R. D.

Address Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.84	3.84			3.84
Miles partially completed					
Miles completed	3.84	3.84			3.84
Total estimated quantities	95,380.5	38,957.5	3197.3		9358.18
Estimated quantities moved or placed to date	95,380.5	38,957.5	3197.3		9358.18
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair, clear thru week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN 29 1953
FOR FILING

June 29, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 22, 1953 on Contract No. 3746, Calapooya Creek-Sutherlin Section, in connection with Federal Aid Project No. S-216 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

cc Mr. John Cattrall

DBP:tp fp

RECEIVED
FOR FILING

FORM E-30X 25M 11-50 44702

[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1952

SUBJECT:

To: Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOT
W. C. WILLIAM

Dear Sir:

The subcontract between Fred H. Slate Co. and E. C. Hall Co., prime contractors, and J. C. Compton Co. covering Items 21 to 26 inclusive, on Contract No. 3746, Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Secondary Highway, Ore. S-216 (3), is approved, and you may so inform the interested parties.

One copy of the subcontract is returned herewith.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encl.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
[illegible]

RECEIVED
SEP 5 1952
FOR FILING

FORM E-20X

3746

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1952

SUBJECT:

To: Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between Fred H. Slate Co. and E. C. Hall Co., prime contractors, and Snook Bros., covering Items 30 to 34, inclusive, on the Calapooya Creek - Sutherlin Contract No. 3746, Ore. S-216 (3), is approved, and you may so inform the interested parties.

One approved copy of the subcontract is being returned herewith.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encl.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
AUG 21 1952
FOR FILING

August 19, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work covering the placing, by hand, of riprap at the westerly end of the two Dodge Creek bridges on the Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Highway in Douglas County, Contract No. 3746, in connection with Federal Aid Project No. S-216 (3).

This work is necessary to steepen fill slopes at the bridge ends to 1:1 slope and keep the stream clear. The 1½:1 slope, as contemplated in plans, will partially fill the creek bed. The 1:1 slope with hand placed riprap, will keep the stream bed clear and protect the fill slopes during highwater.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:mlr

Encl.

RECEIVED
JUL 15 1952
FOR FILING

July 15, 1952

Fred H. Slate Co.Oreg.Ltd. and
E. C. Hall Co.
7805 S. W. 40th St.
Portland 19, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3746, which was awarded to you on June 20, 1952 by the State Highway Commission, for bridges, grading and paving on the Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JUN 26 1952
FOR FILING

June 26, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work started on June 20, 1952 on Contract No. 3746, Calapooya Creek-Sutherlin Section, in connection with Federal Aid Project No. S-216 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:mlr

RECEIVED
AUG 7 1952
FOR FILING

3746

AGENDA
JUL 10 1952

June 20, 1952

Fred H. Slate Co. Oreg. Ltd. and
E. C. Hall Co.
7805 S. W. 40th Avenue
Portland 19, Oregon

Gentlemen:

The State Highway Commission on May 26, 1952, accepted your proposal to construct two bridges and to perform grading and paving work on the Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Highway in Douglas County for the sum of $288,087.00, and awarded contract No. 3746 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

confirm

cc - W. H. Franzen
H. G. Smith
S. H. Probert
G. S. Paxson
Goldie Lewis

54C

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 20, 1952
3:00 p.m.

Fred H. Slate Co. Oreg. Ltd. and
E. C. Hall Co.
7805 S. W. 40th
Portland 19, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for bridges and grading and paving on Calapooya Creek-Sutherlin ection of Elkton-Sutherlin Secondary Highway in Douglas County for which you submitted ow bid on May 26, 1952. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

ONFIRMATION
W. Head
ccounting (5001-900)
Files

RECEIVED
FOR FILING
OREGON DISTRICT
[illegible]
3446

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

June 20, 1952

Mr. R. H. Baldeck
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-216(3), Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Highway, we hereby concur as of this date in award of contract to Fred H. Slate Co., Oregon Ltd. and E. C. Hall Co. of Portland, Oregon, low bidder in the amount of $288,087.00 at the May 26, 1952 bid opening.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED

FOR FILING

June 20, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, paving and bridge construction work on the Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Highway in Douglas County, Project S-216 (3), to Fred H. Slate Co. Oregon Ltd. and E. C. Hall Co. of Portland, Oregon, on the basis of the bid of $288,087 submitted by them on May 26, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

SHP:gs

RECEIVED

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

June 20, 1952
Salem, Oregon

SUBJECT: File No. 18879-Hoffman
Calapooya Creek-Sutherlin
Elkton-Sutherlin Highway
Douglas County

To:

Mr. C. W. Enfield
Chief Counsel
Office

noted Ethel Rea

Noted + handled
J McCaffrey
6/23/52

Dear Mr. Enfield:

Recently we requested permission to condemn the above acquisition if such was necessary. This is to advise that it has now been settled by negotiation, and it will not be necessary to condemn.

R. L. Porter
Ass't. Right of Way Engineer

RLP:jb

cc: Mr. H. B. Glaisyer ✓
Mr. Roy Alvick

BY SECRETARY

RECEIVED
JUN 25 1952
FOR FILING
FORM E-30 25M 1-52 55419

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 20, 1952

SUBJECT: Calapooya Creek-Sutherlin Sect.

To:

W. C. Williams
Ass't. State Highway Engineer
OFFICE

This is to advise that all right of way has been secured on the Calapooya Creek-Sutherlin Section.

Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:rmw

RECEIVED
MAY 15 1952
FOR FILING

FORM E-30X 15M 1-52 55419

[illegible]

2746

3389

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 13th, 1952

SUBJECT:

To: Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

The Highway Commission has been given authority as far as the State Land Board is concerned to remove gravel from a bar in the Umpqua River near the center of Section 14, Township 24 South, Range 7 West. This source of material is specified as being available to contractors who wish to bid on the Calapooya Creek-Sutherlin Section.

The Land Board is asking us to pay royalty on any portion of this bar that might be above ordinary high water. From the legal opinions concerning high water, I am quite sure that none of this bar would be considered above high water. In order, however, to keep our relationship with the State Land Board in good order, we should make a considerable study of the bar before the contractor removes any material to make sure that none of the bar is actually above high water.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. Asburry

ASSIGNMENT

No. 3389
By Lw

Date: May 13, 1952

Description: Mr. Porter's letter of May 12 and copy of letter of May 9 from Clerk of State Land Board regarding removing of gravel from a bar in the Umpqua River (Tyee-Sutherlin Section, Elkton-Sutherlin Highway)

Acknowledged by _____ Referred to Smith ✓ __________

Investigate and report with recommendation
xxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________ PLEASE RETURN TO W. C. WILLIAMS ___ signature

Assignment executed 5-14-52 me Report received ________

Remarks: Have Resident Engineer keep close check on materials above high water. WCW

OFFICE OF

FORM E-30 25M 6-51 49713

PLEASE RETURN TO
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12, 1952

SUBJECT: File No. 13946-A - Gravel Pit
Tyee-Sutherlin Section
Elkton-Sutherlin Highway

To:

W. C. Williams
Ass't. State Highway Engineer
OFFICE

I attach hereto a form of permit granting the Highway Commission authority, so far as the State Land Board is concerned, to remove gravel from a bar in the Umpqua River near the center of Section 14, Township 24 South, Range 7 West.

This source of material is specified as being available to contractors who wish to bid on the Calapooya Creek-Sutherlin Section.

You may note that the Land Board is asking us to pay royalty on any portion of this bar that might be above ordinary high water. I am not familiar with the situation but have been told that only a small amount of material exists above ordinary high water mark. In order, however, to keep our relationships with the State Land Board in good order, I believe that it will be necessary for our Resident Engineer to keep track of any material moved above high water line and make payment to the Land Board for any of this material should it be removed.

This matter will be presented to the Highway Commission on the next Right of Way Resolution for their consideration.

FORREST COOPER
Right of Way Engineer

By: R. L. Porter
R. L. Porter
Ass't. Right of Way Engineer

RLP:rmw
Enc.

RECEIVED
MAY 1 2 1952
OFFICE OF
STATE HIGHWAY ENGINEER

L. T. PIERCE
CLERK

STATE OF OREGON
OFFICE OF THE STATE LAND BOARD
STATE CAPITOL
SALEM

IN REFERRING TO THIS COMMUNICATION
IT IS IMPORTANT THAT YOU MENTION

FILE NO.

May 9, 1952

Sand and Gravel
Umpqua River

Mr. C. W. Enfield, Chief Counsel
Oregon State Highway Department
Salem, Oregon

Gentlemen:

Attention of Mr. R. L. Porter, Ass't Right of Way Engineer
In re - Your File No. 13946 A - Tyee-Sutherlin Section - Elkton-
Sutherlin Highway

COPY

Referring to your letter of May 1st wherein the State Highway Department requests permit from the State Land Board to remove gravel from near the center of Section 14, Township 24 South, Range 7 West, such material to be taken from a bar near the center of the Umpqua River, I may advise that the board today authorized the granting of permit to the Highway Department to remove gravel from the bed of the river at such location insofar as the interests of the Land Board are concerned.

However, we wish to advise that the matter of navigability of the Umpqua River at said Location has never been adjudicated and we cannot guarantee that the title thereto vests in the state. Should you find it necessary to remove any material from the bar or island at a point above normal high water mark the board asks that you pay a royalty of ten cents a cubic yard on such materials. There will be no royalty charge on the materials removed from the bed of the stream. Should the property be determined to be in private ownership the Land Board assumes no liability with regard to said permit.

Very truly yours,

Clerk of State Land Board.

ETP/g

THIS IS A COPY OF OUR LETTER IN A MATTER IN WHICH YOU MAY BE INTERESTED WHICH IS BEING SENT YOU FOR YOUR INFORMATION

RECEIVED
FOR FILING

May 9, 1952

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Enclosed for your approval are five copies of Supplemental Tabulation No. 57 revising FAS Route 232 in Douglas County. Also enclosed are four copies of sheet 3, general highway map of Douglas County, upon which the revision is shown in color.

The requested revision results from line changes which will be made in construction of the Calapooya Creek-Sutherlin Section, Oregon Project S-216(3).

The total length of FAS 232 will be reduced by 1.83 miles, all on the State Highway System.

County approval of the revision is indicated by the signatures of the members of the Douglas County Court on all copies of the enclosed map.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

JFH:MM
cc: J. W. Cattrall
S. H. Probert

FORM E-90 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 9, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed is a suggested letter to the B.P.R. with enclosures requesting approval of a change in the route of FAS 232 in Douglas County resulting from the construction of the Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Highway.

Four copies of the letter of transmittal, five copies of S.T. No. 57, and four copies of the general highway map should be forwarded to the B.P.R.

John W. Cattrall
Engineer, County and City Relations

John F. Hagemann
By: John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

RECEIVED
MAY 9 1952
OFFICE OF
STATE HIGHWAY ENGINEER

IVED
FOR FILING
FORM E-30 25M 3-51 47199

[illegible] 4 (3)

[illegible] 42

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 9, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed is one copy of a grade resolution adopted by the City of Sutherlin and signed by the Mayor and City Recorder agreeing to grade changes necessitated by the construction of the Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin State Highway.

Copies of the resolution were forwarded to the city by your letter of May 2 and two signed copies were returned to this office. We have retained one signed copy for our files.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

RECEIVED
MAY 9 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RESOLUTION

WHEREAS, State Highway No. 231 of the State of Oregon, known as the Elkton-Sutherlin Highway, is routed through the City of Sutherlin, Douglas County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

> Central Avenue from the westerly city boundary to a point approximately 75' easterly of the center line of Hawthorne Street.

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

DESCRIPTION OF CENTER LINE FINISHED GRADE (U.S.G.S. DATUM)
ELKTON-SUTHERLIN STATE HIGHWAY NO. 231 (CENTRAL AVENUE)
CITY OF SUTHERLIN

Beginning at an elevation of 518.18 feet at the intersection of the center line of the Elkton-Sutherlin State Highway (Central Avenue) with the westerly city boundary; thence continuing along the center line of the Elkton-Sutherlin State Highway as follows: To an elevation of 518.30 feet at the intersection with the center line of Sunset Drive; thence to an elevation of 518.70 feet at the intersection with the center line of Hawthorne Street; thence to an elevation of 518.98 feet at the end of the Calapooya Creek-Sutherlin Section 75 feet easterly (when measured along the center line of said highway) from the center line of Hawthorne Street.

And, WHEREAS, under the provisions of the laws of the State of Oregon, the Highway Commission is given jurisdiction over streets taken over for state highway purposes, but, before the grade of any such street as the same may have been maintained by the City or Town is changed, consent to such grade change must be given by the governing body of the interested municipality.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Sutherlin, Douglas County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described hereinabove and which are traversed by State Highway No. 231 of the State of Oregon, known as the Elkton-Sutherlin Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as described hereinabove, are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and maintain the said streets in accordance with said grade changes.

In consideration of the aforesaid construction by the State Highway Commission, the city hereby agrees to adopt such additional resolutions, ordinances or procedures as may be necessary or proper to effect the change of grade and provide for the improvement and maintenance of said streets.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and maintenance.

Passed by the Common Council of the City of Sutherlin, Douglas County, Oregon, this 5th day of May, 19 52.

Attest:

M L Bollman
City Recorder

Mayor

Form cc-21

RECEIVED
[illegible] 1952
FOR FILING

S-216(3)

#3746

Sutherlin

May 2, 1952

Mr. W. D. Bollman
City Superintendent
Sutherlin, Oregon

Dear Sir:

Enclosed are three copies of a standard form of grade resolution covering grade changes on Central Avenue from the west city limits to a point 75 feet east of Hawthorne Street. Also enclosed are sheets 1, 2, and 9 of the Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin State Highway upon which the elevations described on page 2 of the resolution are shown in orange (see sheet 9).

Oregon law requires that consent of the governing body of the interested municipality be obtained before the Highway Commission may change the grade of a city street over which a state highway is routed. The grade changes covered by the resolution are in connection with the proposed Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin State Highway, bids on which will be received at the May Highway Commission meeting.

Please present this resolution to the City Council and, if approved, return two copies signed by the Mayor and City Recorder. As a contract cannot be awarded until the executed resolution is in our hands, it would be appreciated if the signed copies could be mailed so as to arrive in Salem prior to May 12.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

Encl.
JFH:MM
cc: John W. Cattrall

FORM E-30 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 2, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed is a suggested letter to Mr. Bollman, City Superintendent of Sutherlin, together with three copies of a grade resolution and one copy of sheets 1, 2, and 9 of the Calapooya Creek-Sutherlin Section plans for enclosure. A copy of the resolution and plans is also enclosed for the general files.

Also enclosed is a return envelope for use by the city if you wish to forward it to the city with the resolution.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

cc: Mr. C. W. Enfield

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Summary & Typical Sections
3-9	Plan & Profile

Drg. No.'s
8930 } Dodge Creek Bridges
8931 }

ST

CAL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
PLANS FOR PROPOSED PROJECT

CALAPOOYA CR. - SUTHERLIN SECTIO
ELKTON - SUTHERLIN HIGHWAY
DOUGLAS COUNTY
MAY, 1952

OF PROJECT S-216(3)

EGON

DEPARTMENT

D PROJECT

ERLIN SECTION

HIGHWAY

TY

JECT S-216(3)

CALAPOOYA CR. ELKTON- SU DOU	
FED. ROAD Div. No.	STA
8	OREG

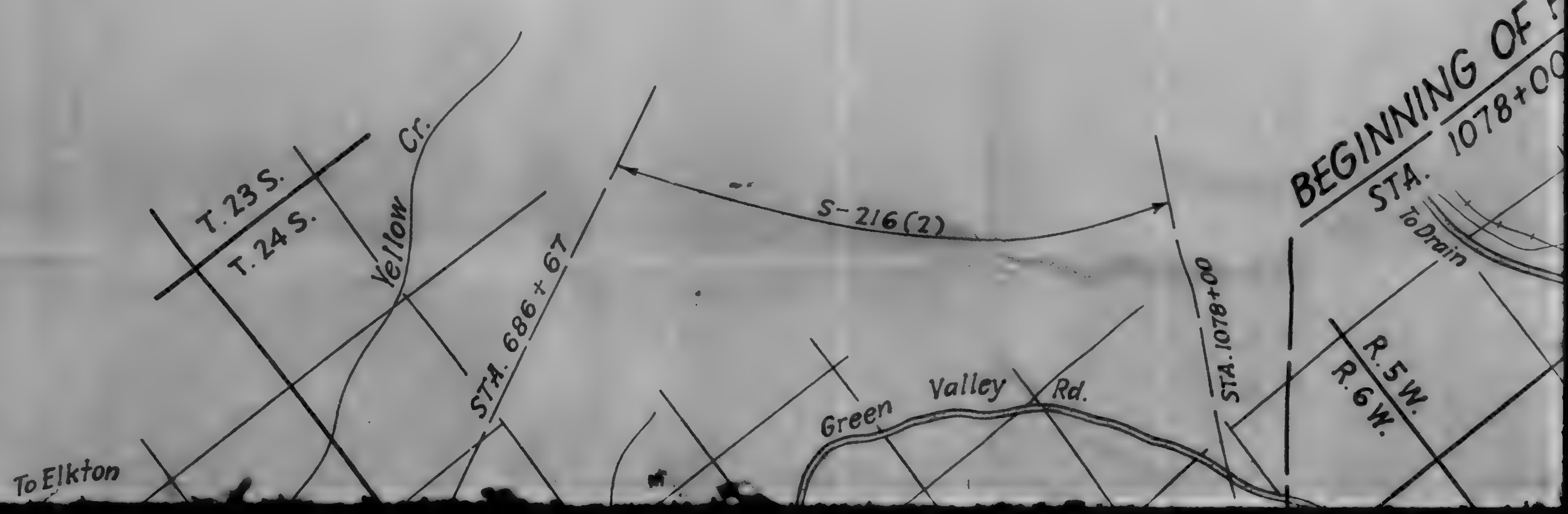
CALAPOOYA CR. - SUTHERLIN SECTION ELKTON - SUTHERLIN HIGHWAY DOUGLAS COUNTY				SHEET No. I
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-216(3)		*See Index*

CALAPOOYA CR. - SUTH

ELKTON - SUTHERLIN

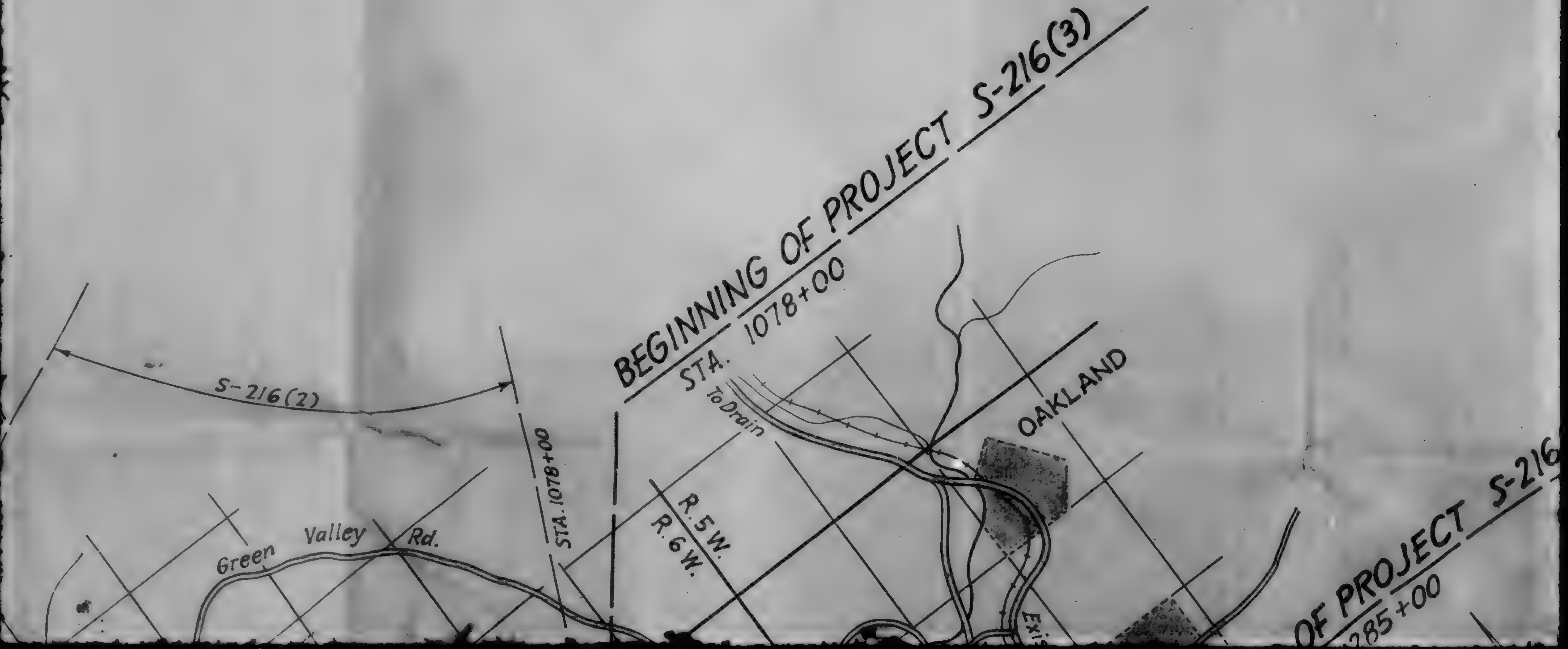
DOUGLAS COUN

MAY, 1952

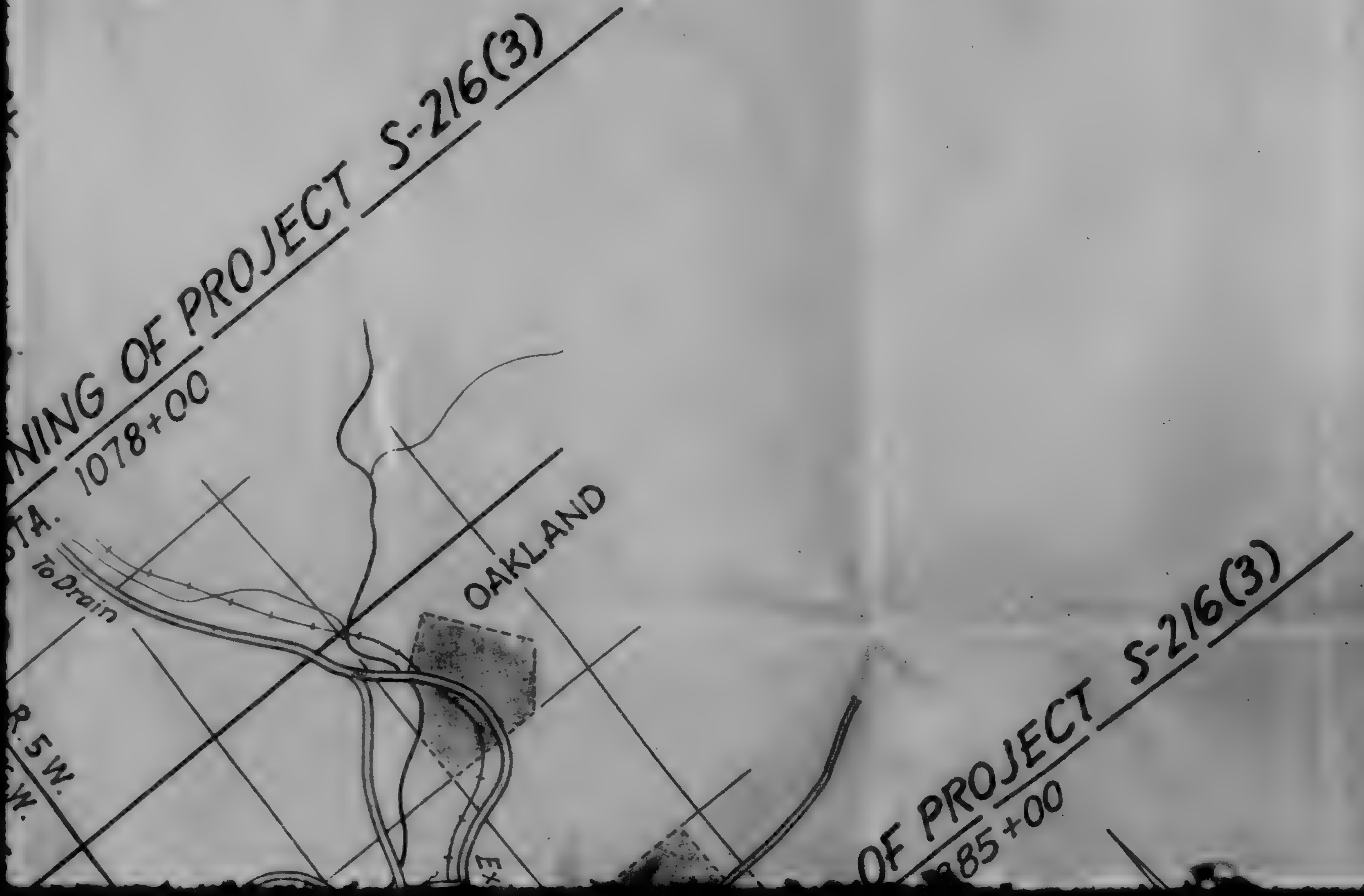


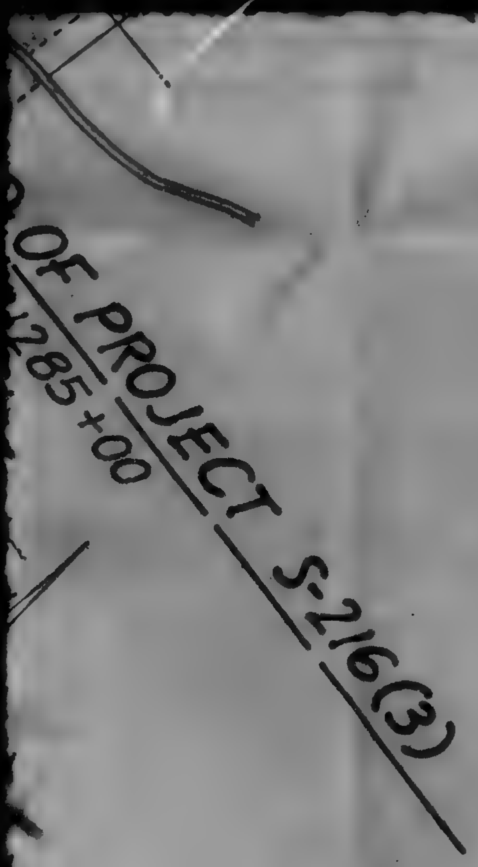
CALAPOOYA CR. - SUTHERLIN SECTION
ELKTON - SUTHERLIN HIGHWAY
DOUGLAS COUNTY

MAY, 1952

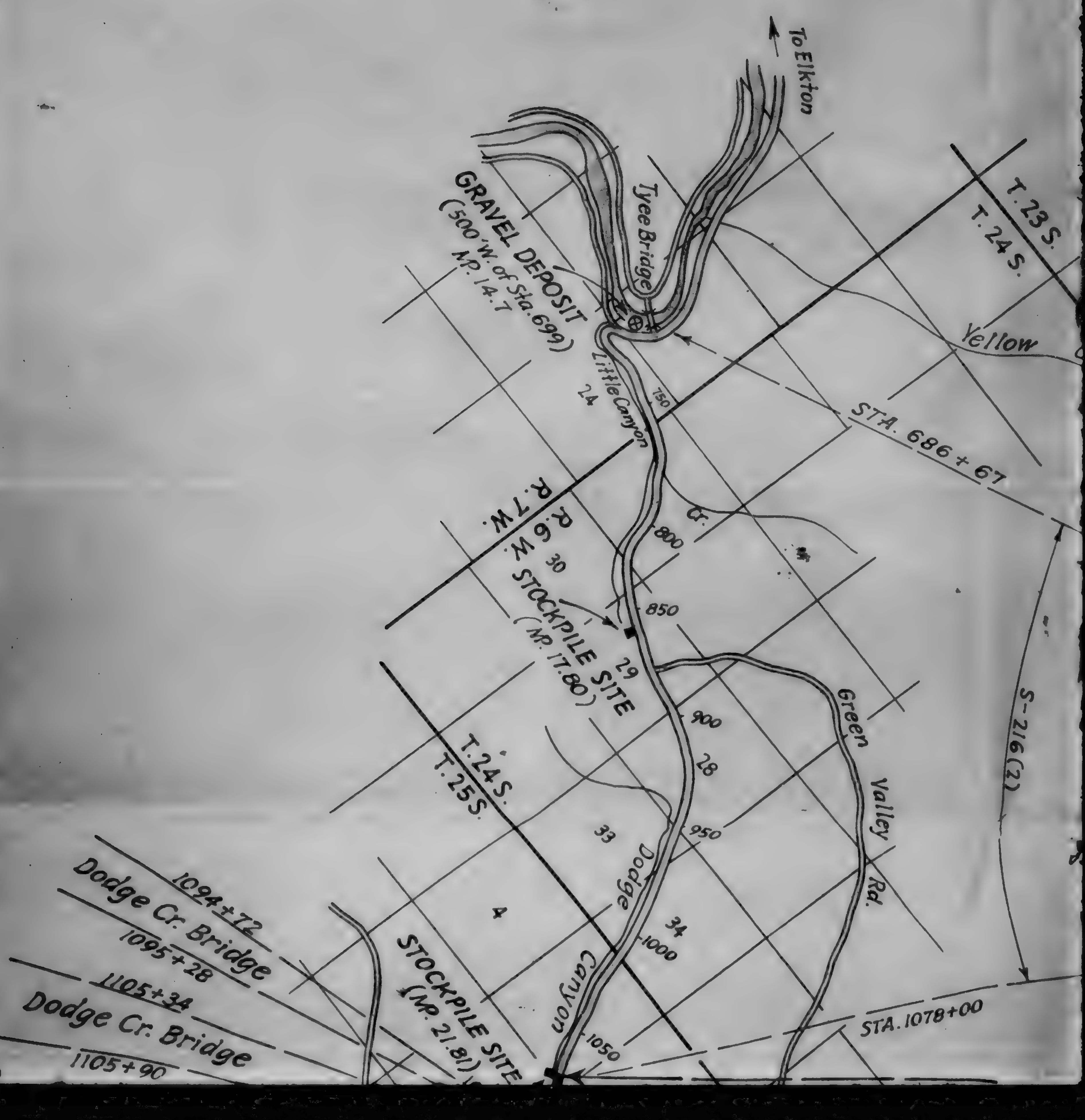


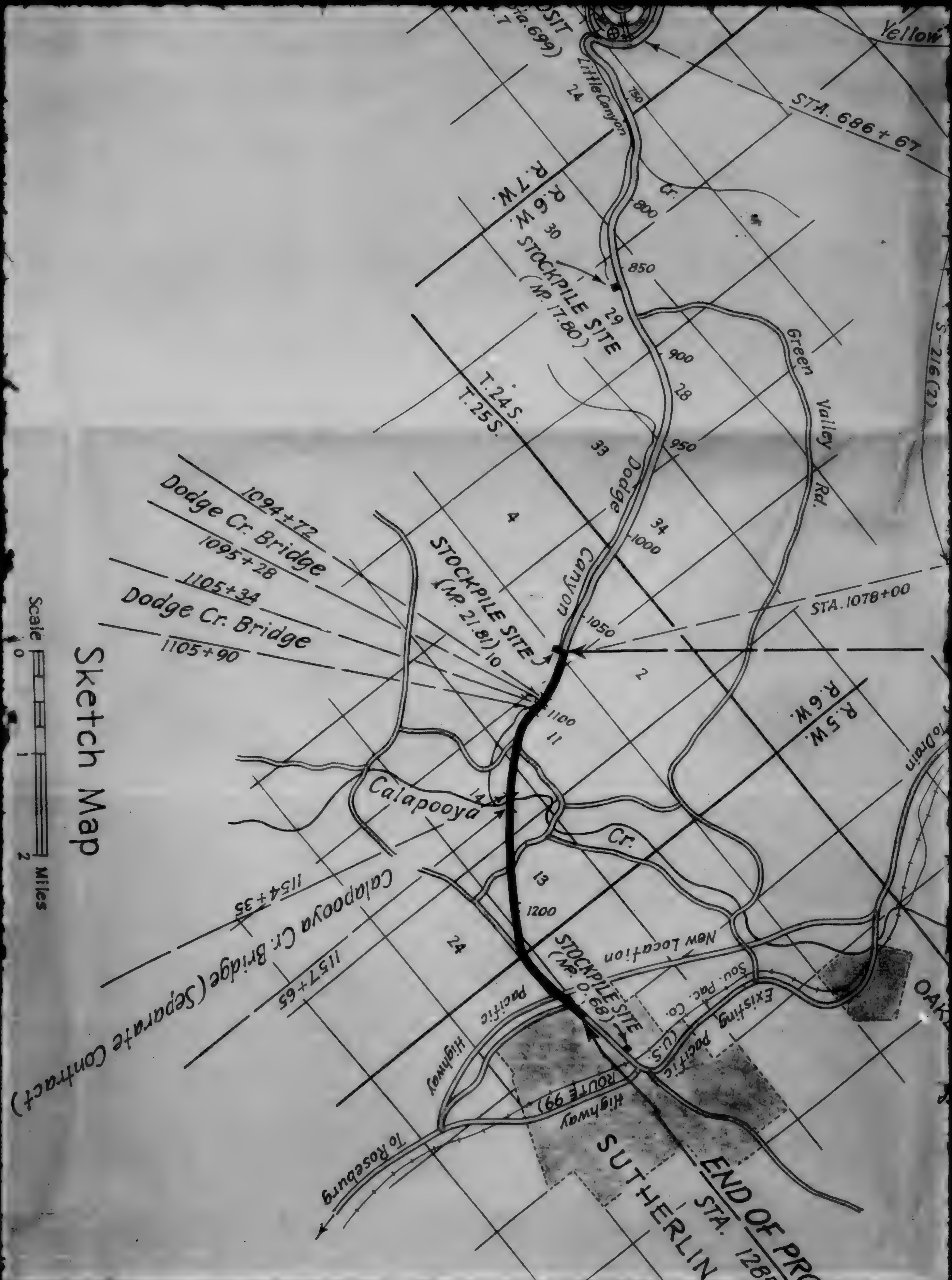
UTHERLIN SECTION
LIN HIGHWAY
COUNTY
1952

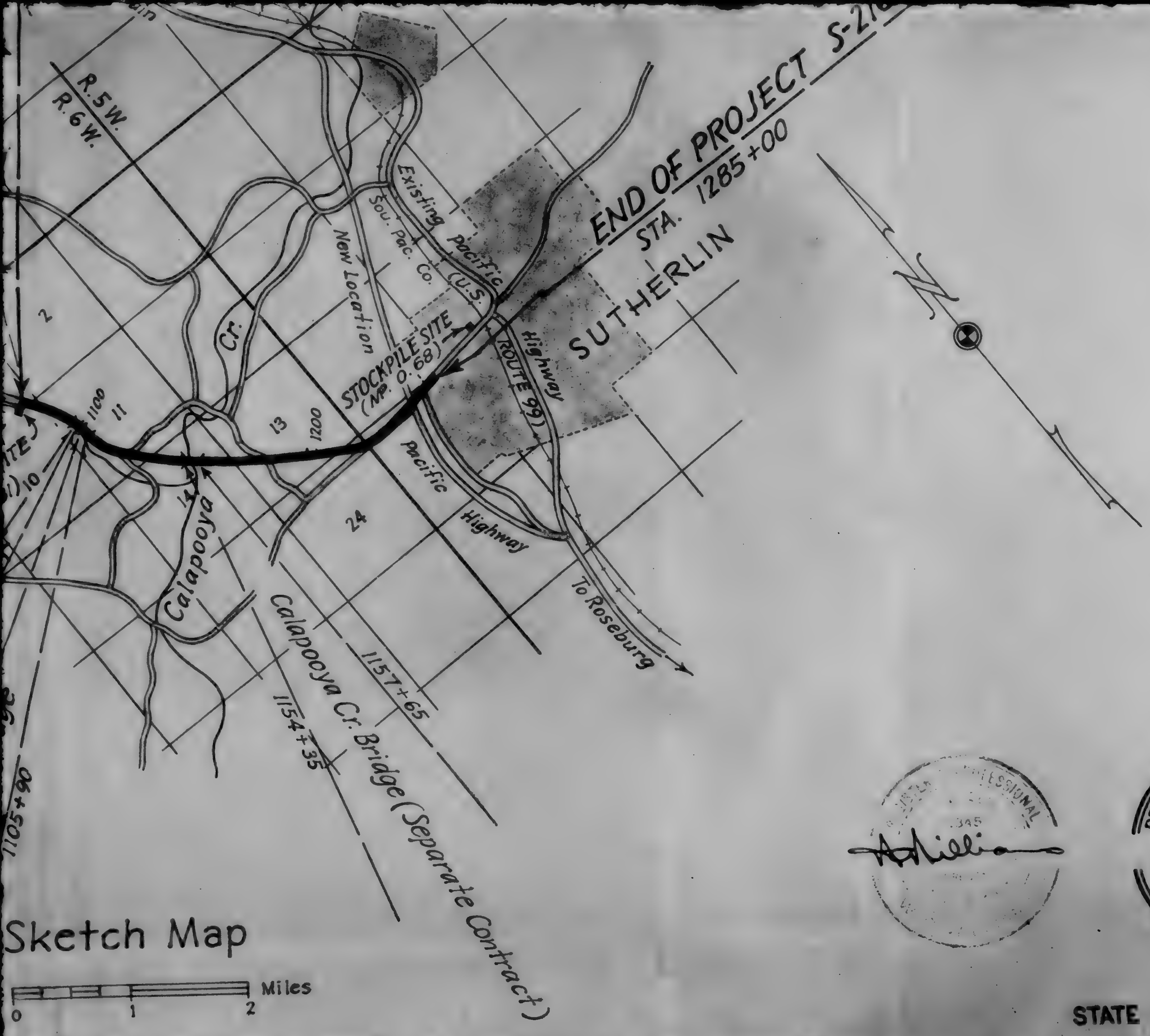




ECTION


To Elkton
GRAVEL DEPOSIT
(500' W. of Sta. 699)
MP. 14.7
Tyee Bridge
Little Canyon
T. 23 S.
T. 24 S.
Yellow
24
750
STA. 686 + 67
R. 7 W.
R. 6 W.
30
Cr.
800
850
STOCKPILE SITE
(MP. 17.80)
29
900
28
Green
Valley
Rd.
S-216(2)
T. 24 S.
T. 25 S.
950
33
Dodge
Canyon
34
1000
4
1094+72
Dodge Cr. Bridge
1095+28
1105+34
Dodge Cr. Bridge
1105+90
STOCKPILE SITE
(MP. 21.81)
1050
STA. 1078+00


Sketch Map
Scale
0
1
2 Miles
Yellow
STA. 686+67
(Sta. 699)
Little Canyon
24
750
R.7W.
R.6W.
30
Cr.
800
850
STOCKPILE SITE
(M.P. 17.80)
29
900
28
Green Valley Rd.
S-216(2)
T.24S.
T.25S.
33
950
Dodge Canyon
4
34
1000
1094+72
Dodge Cr. Bridge
1095+28
1105+34
Dodge Cr. Bridge
1105+90
STOCKPILE SITE
(M.P. 21.81)
1050
STA. 1078+00
10
2
R.5W.
R.6W.
To Drain
1100
11
Calapooya
14
Cr.
13
1154+35
Calapooya Cr. Bridge (Separate Contract)
1157+65
1200
24
STOCKPILE SITE
(M.P. 0.68)
New Location
Sou. Pac. Co.
Existing
Pacific
(U.S.
ROUTE 99)
Pacific
Highway
Highway
To Roseburg
OAK
SUTHERLIN
END OF PRO
STA. 1285

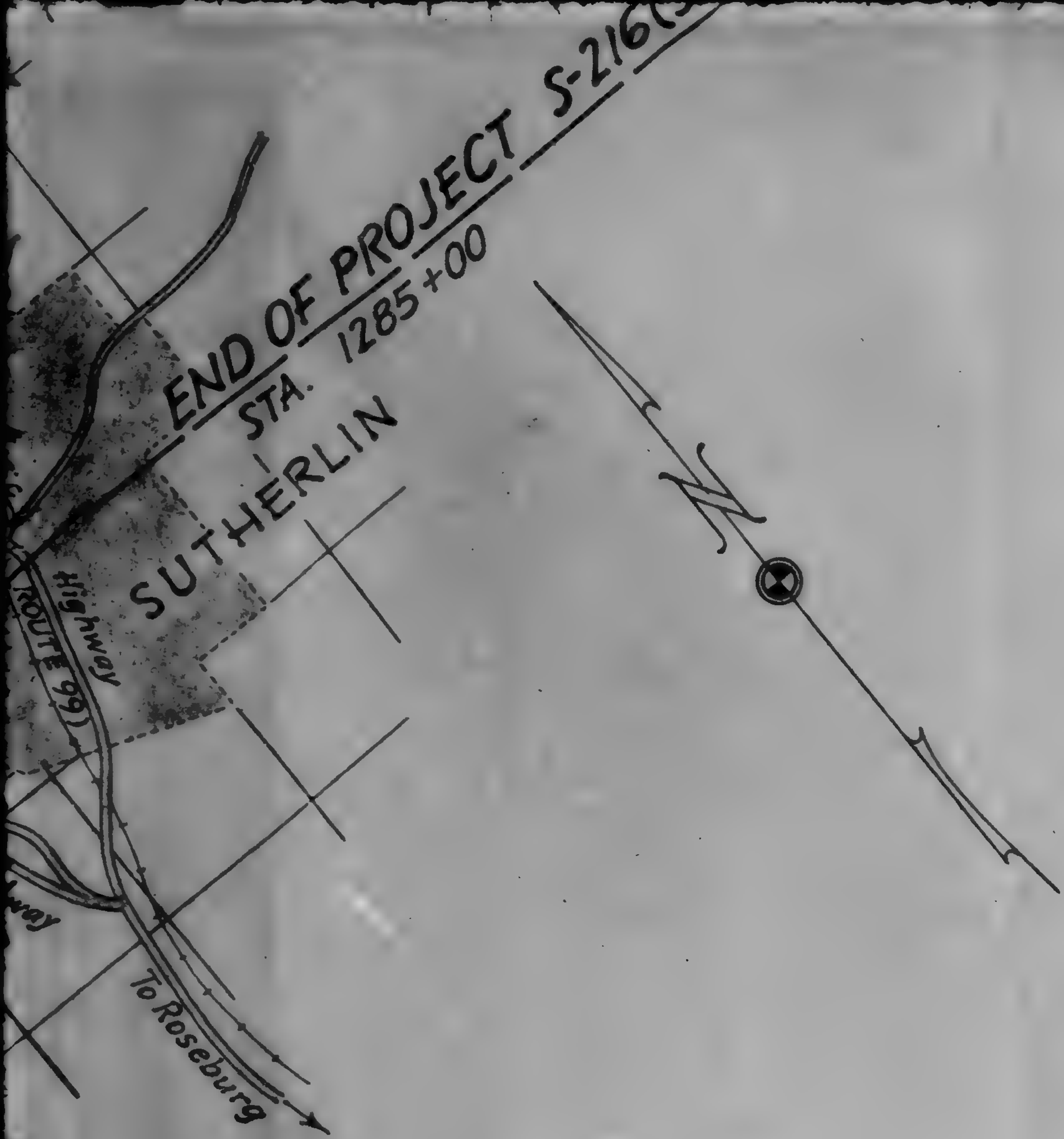


Sketch Map

157
OREGON
NOV. 8, 1919
R. H. BALDOCK

STATE HIGHWAY COMMISSION

BEN R. CHANDLER Chairman



157

OREGON

NOV. 8, 1919

R. H. BALDOCK

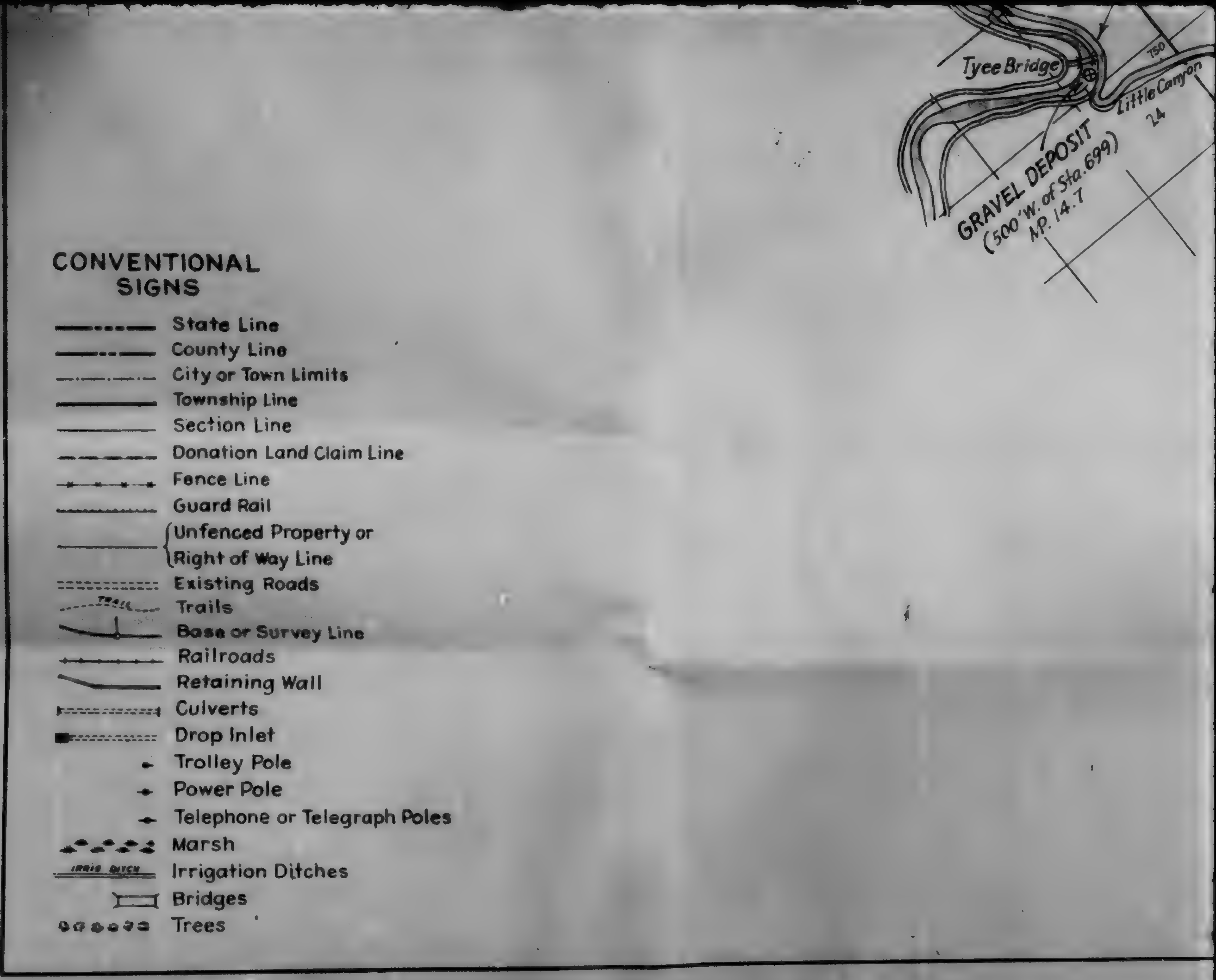
STATE HIGHWAY ENGINEER

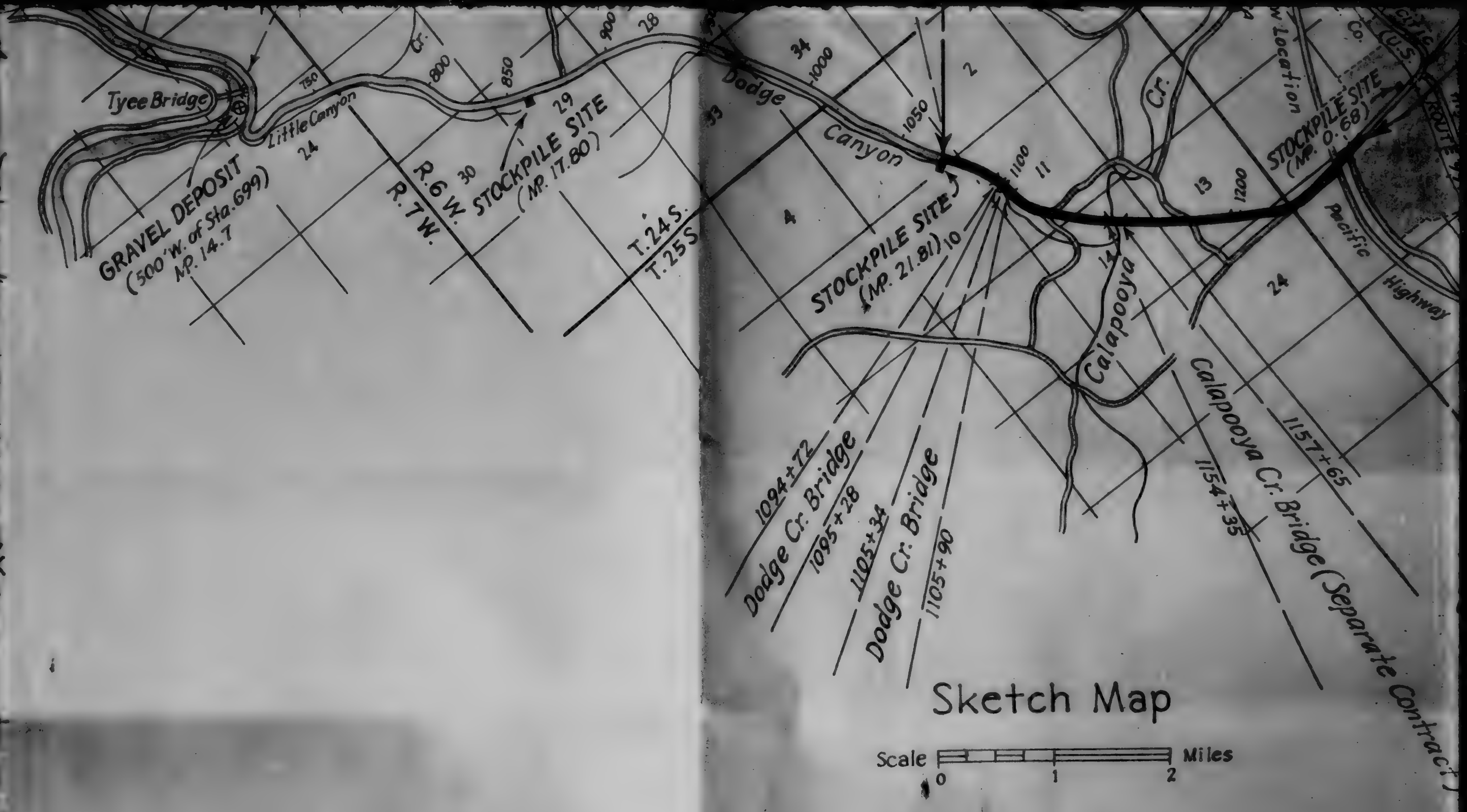
RECOMMENDED FOR APPROVAL DATE

DISTRICT ENGINEER BUREAU OF PUBLIC ROADS DEPARTMENT OF COMMERCE

APPROVED DATE

STATE HIGHWAY COMMISSION

CONVENTIONAL SIGNS
State Line
County Line
City or Town Limits
Township Line
Section Line
Donation Land Claim Line
Fence Line
Guard Rail
Unfenced Property or Right of Way Line
Existing Roads
TRAIL
Trails
Base or Survey Line
Railroads
Retaining Wall
Culverts
Drop Inlet
Trolley Pole
Power Pole
Telephone or Telegraph Poles
Marsh
IRRIG DITCH
Irrigation Ditches
Bridges
Trees
Tyee Bridge
750
Little Canyon
24
GRAVEL DEPOSIT
(500'W. of Sta. 699)
M.P. 14.7


Tyee Bridge
Little Canyon
GRAVEL DEPOSIT
(500'W. of Sta. 699)
MP. 14.7
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R.6W.
R.7W.
STOCKPILE SITE
(MP. 17.80)
900
28
T.24S.
T.25S.
33
Dodge
34
1000
Canyon
1050
2
4
STOCKPILE SITE
(MP. 21.81)
10
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14
Calapooya
Cr.
13
1200
24
w Location
Co.
STOCKPILE SITE
(MP. 0.68)
(U.S.
ROUTE
Pacific
Highway
1094+72
Dodge Cr. Bridge
1095+28
1105+34
Dodge Cr. Bridge
1105+90
1154+35
Calapooya Cr. Bridge (Separate Contract)
1157+65
Sketch Map
Scale
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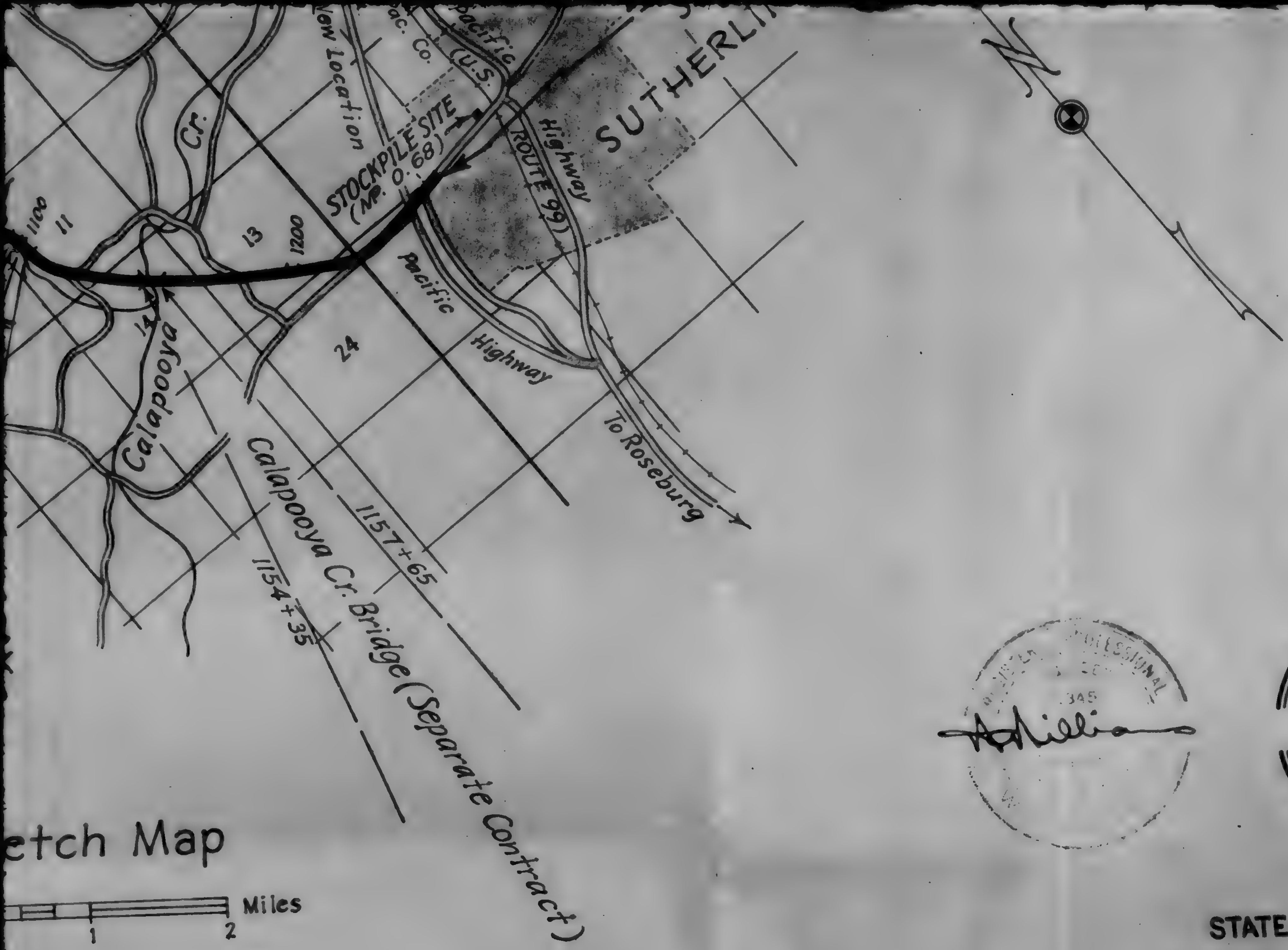
1
2
Miles

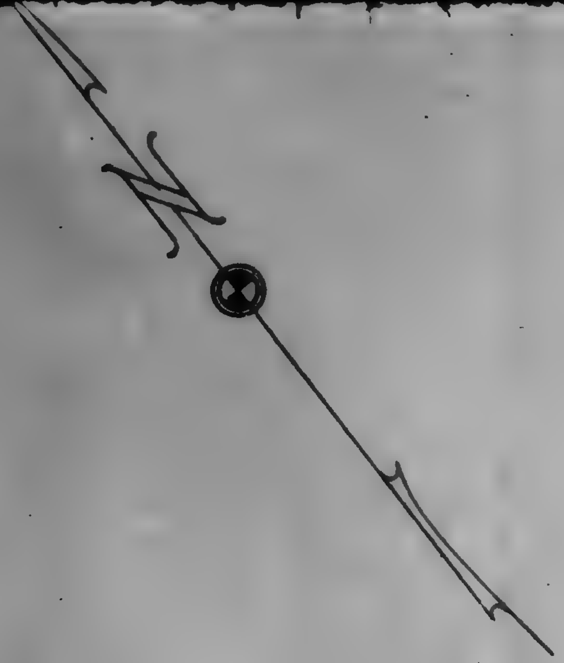


etch Map

157
NOV. 8, 1919
R. H. BALDOCK

STATE HIGHWAY COMMISSION

BEN R. CHANDLER	Chairman
CHAS. H. REYNOLDS	Commissioner
M. K. McIVER	Commissioner



STATE HIGHWAY ENGINEER

RECOMMENDED FOR APPROVAL DATE________

DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE

APPROVED DATE________

DIVISION ENGINEER
BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE

345

REGISTERED PROFESSIONAL ENGINEER
157
OREGON
NOV. 8, 1919
R. H. BALDOCK

STATE HIGHWAY COMMISSION

BEN R. CHANDLER	Chairman
CHAS. H. REYNOLDS	Commissioner
M. K. McIVER	Commissioner

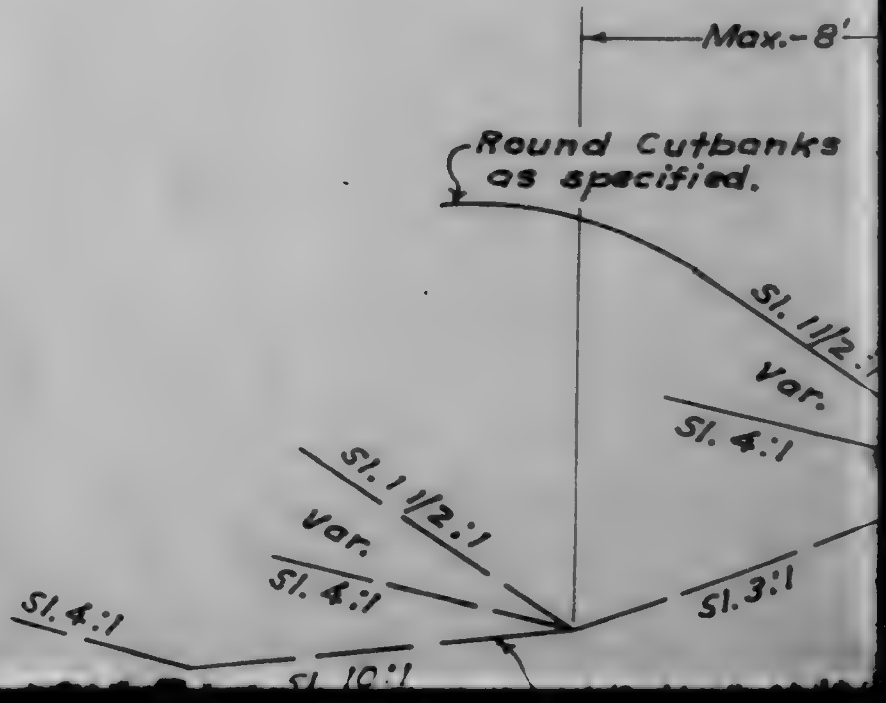
SUMMARY

ITEM	UNIT	MILE				NET QUANTITY	ALLOWANCE
		1	2	3	4		
Clearing & Grubbing	All					All	
Structural Exc., Unclass.	Cu. Yd.	38	9	114	87	248	102
Trench Exc., Unclass.	" "		2	30	85	117	13
General " "	" "	22,212	31,972	21,967	11,793	87,944	8756
Short Overhaul	Yd. Sta.	9,040	64,282	22,225	54,103	149,650	15,350
Long "	C-Yd. Sta.	14	2,023	51	1,300	3,388	312
Rock Slope Protection	Cu. Yd.		920	25		945	55
Finishing Roadbed & Slopes	Mile	0.98	0.94	1.00	0.92	3.84	
Rounding Cutbanks	Lin. Ft.	100	1000	2225	1886	5211	489
[illegible]	[illegible]	36				36	4

MMARY

Length of S-Project 3.920 mile

.	4	NET QUANTITY	ALLOWANCE	TOTAL	SEGREGATION OF QUANTITIES		STRUCTURES	
					Outside City Sta.1078+00 to Sta.1281+00	Inside City Sta.1281+00 to Sta.1285+00	Sta.1094+72 to Sta.1095+28	Sta.1105+34 to Sta.1105+90
		All		All	All	All		
	87	248	102	350	330	20		
	85	117	13	130	120	10		
67	11,793	87,944	8756	96,700	96,230	470		
225	54,103	149,650	15,350	165,000	165,000			
	1,300	3,388	312	3700	3700			
		945	55	1000	1000			
0	0.92	3.84		3.84	3.76	0.08		
25	1886	5211	489	5700	5650	50		
		36	4	40	40			



mile

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05+34
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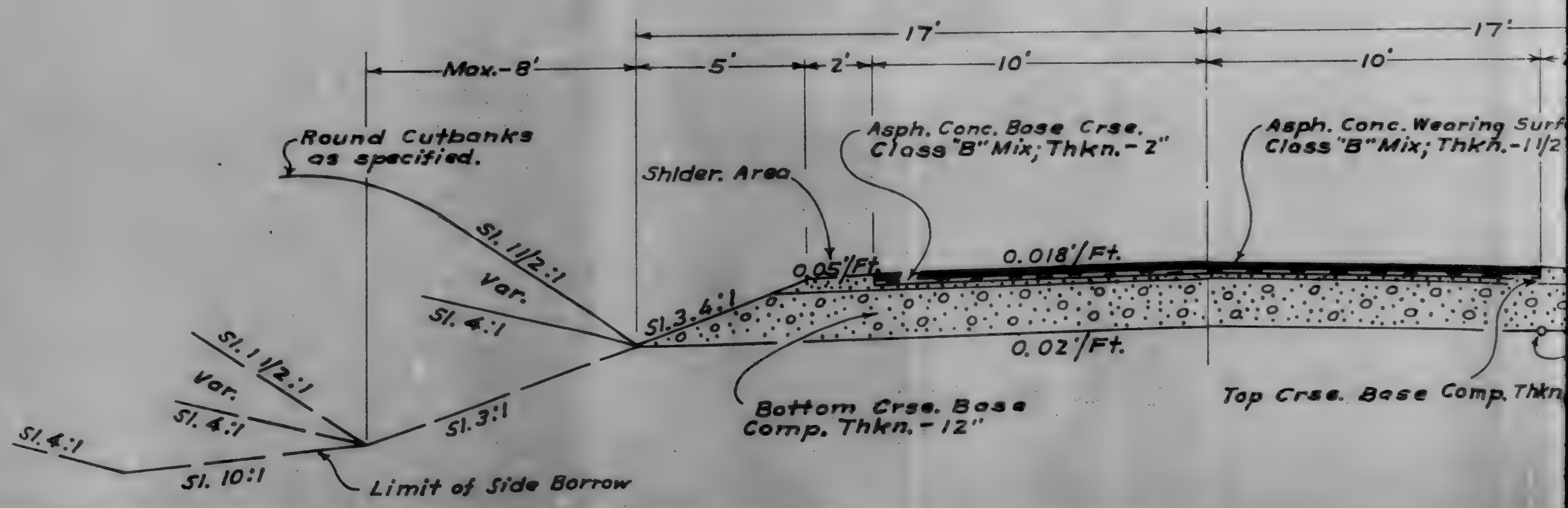
05+90

TYPICAL SECTION

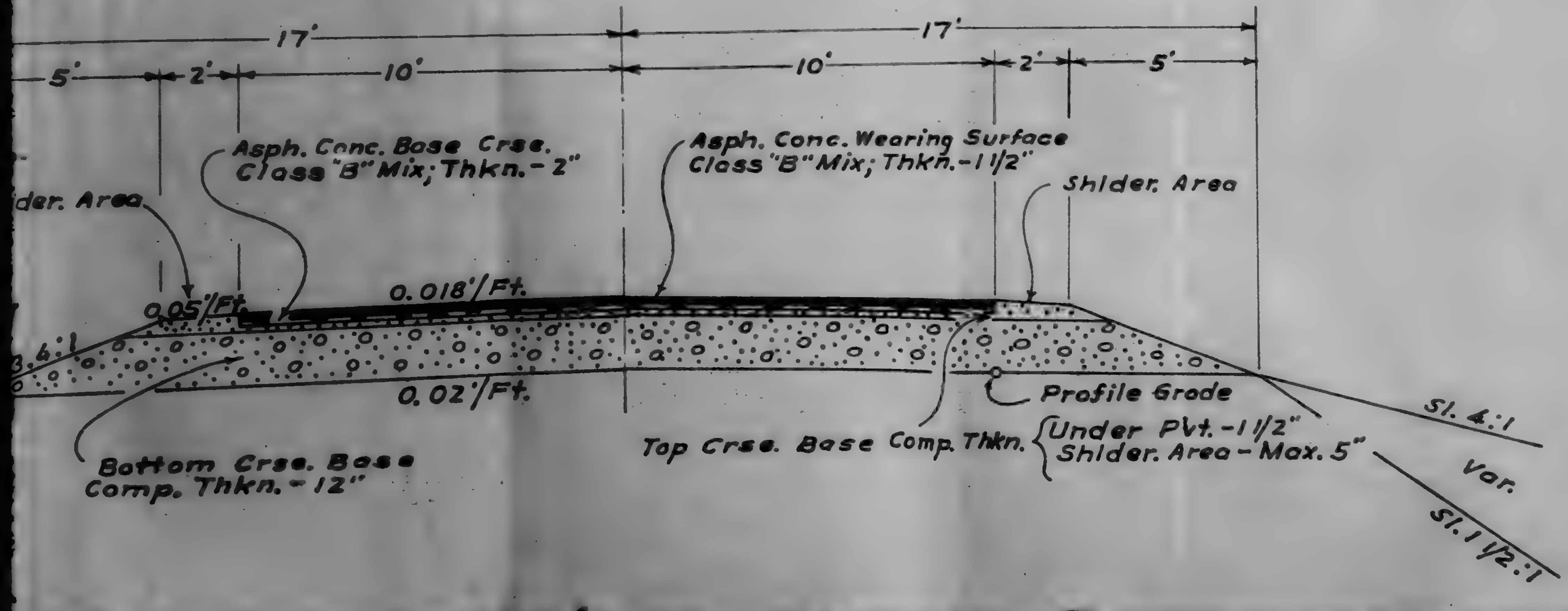


CALAPOOYA CR.- SUTHERLIN SEC.
Elkton - Sutherlin Highway
Douglas County

SHEET No. 2

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-216(3)		See Index

TYPICAL SECTION


17'
17'
5'
2'
10'
10'
2'
5'
Asph. Conc. Base Crse. Class "B" Mix; Thkn. - 2"
Asph. Conc. Wearing Surface Class "B" Mix; Thkn. - 1 1/2"
der. Area
Shlder. Area
0.05'/Ft.
0.018'/Ft.
3.6:1
0.02'/Ft.
Profile Grade
Sl. 4:1
Var.
Sl. 1 1/2:1
Bottom Crse. Base Comp. Thkn. - 12"
Top Crse. Base Comp. Thkn. {Under Pvt. - 1 1/2" Shlder. Area - Max. 5"

Structural Exc., Unclass.	Cu. Yd.	38	9	114	87	248	102
Trench Exc., Unclass.	" "		2	30	85	117	13
General " "	" "	22,212	31,972	21,967	11,793	87,944	8756
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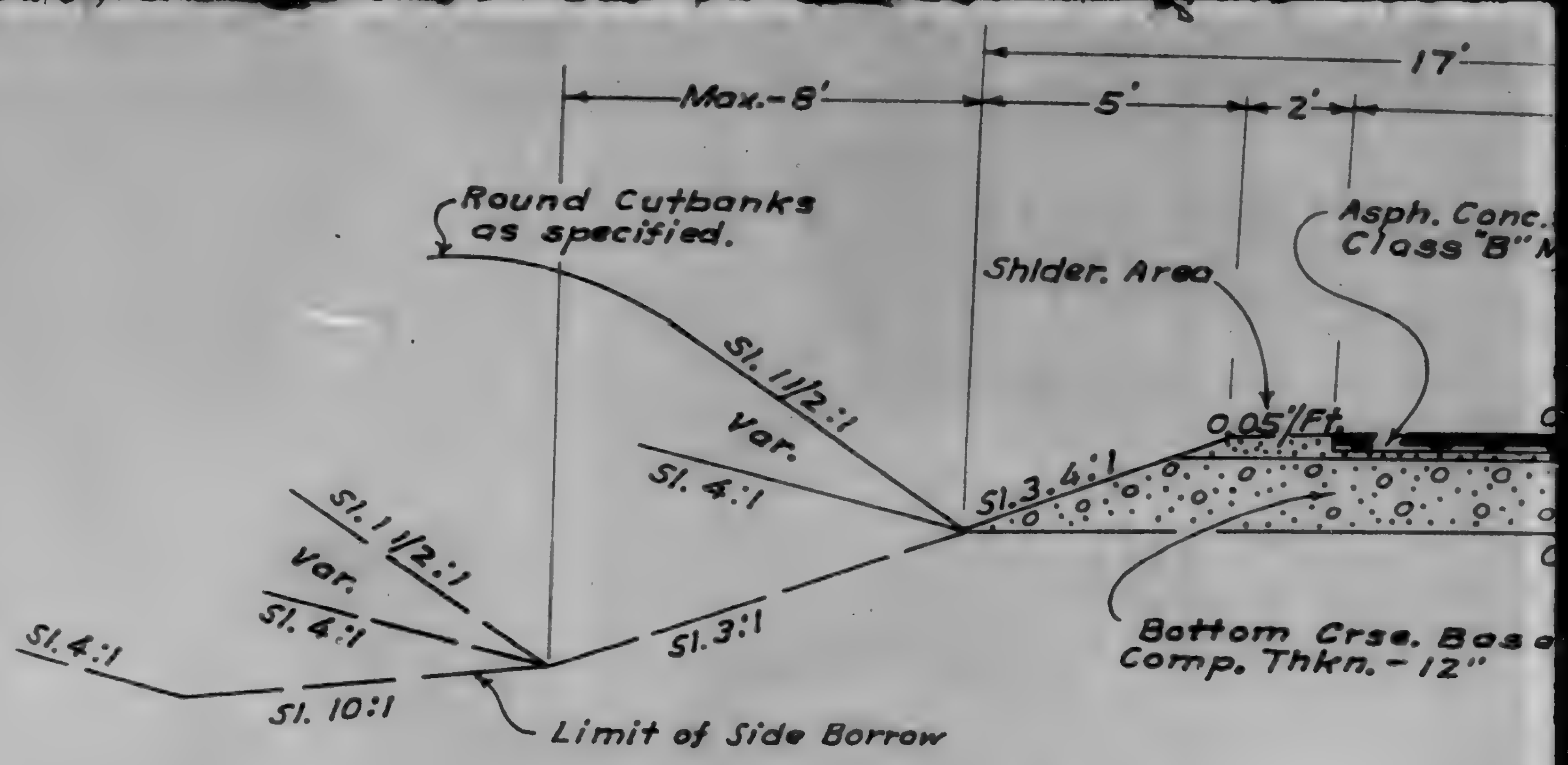
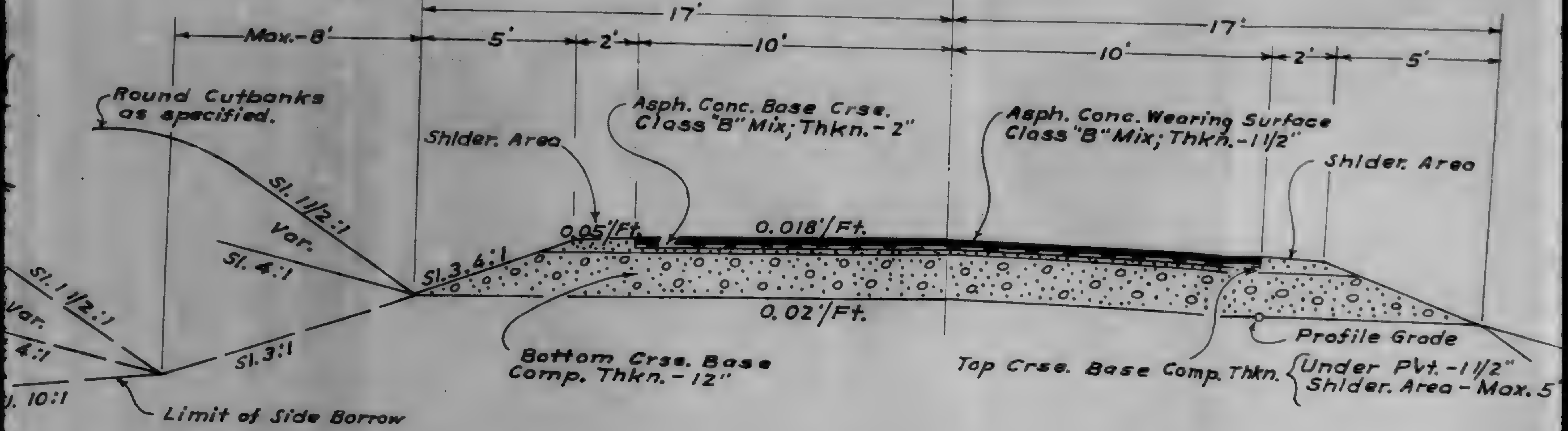
Rock Slope Protection	Cu. Yd.		920	25		945	55
Finishing Roadbed & Slopes	Mile	0.98	0.94	1.00	0.92	3.84	
Rounding Cutbanks	Lin. Ft.	100	1000	2225	1886	5211	489
36-inch Corr. Metal Pipe	" "	36				36	4
48-inch " " "	" "		64			64	6
6-inch Perf. Metal Drain Pipe, Coated	" "						600
12-inch Concrete Pipe	" "	154	30	75	582	841	59
18-inch " "	" "	124	66	180	66	436	64
24-inch " "	" "				174	174	26
36-inch " "	" "			75		75	5
3/8"-0 Backfill in Drains	Cu. Yd.						90
Coarse Material in Base	" "					30,000	4,000
3/4"-0 Mt'l. in Base & Shoulders	Cu. Yd.					4900	500
Sprinkling	M-Gal.					725	75
Preparation of Base	Mile					3.84	
3/4"-0 Mt'l. in Binder Course	Cu. Yd.					452	48
RC-3 Asphalt in Binder Course	Ton					73	7
Class "B" Asphaltic Concrete	"					8741	859
RS-1 Emulsified Asphalt in seal Coat	"					38	2
Aggregate in Seal Coat	Cu. Yd.					228	22
Furnish Treated Piling	Lin. Ft.	1018				1018	112
Drive Piles	Only	44				44	
Class "A" Concrete	Cu. Yd.	151				151	9
Metal Reinforcement	Lb.	35,000				35,000	2000
Treated Lumber in Place	M-FBM	4.2				4.2	0.2

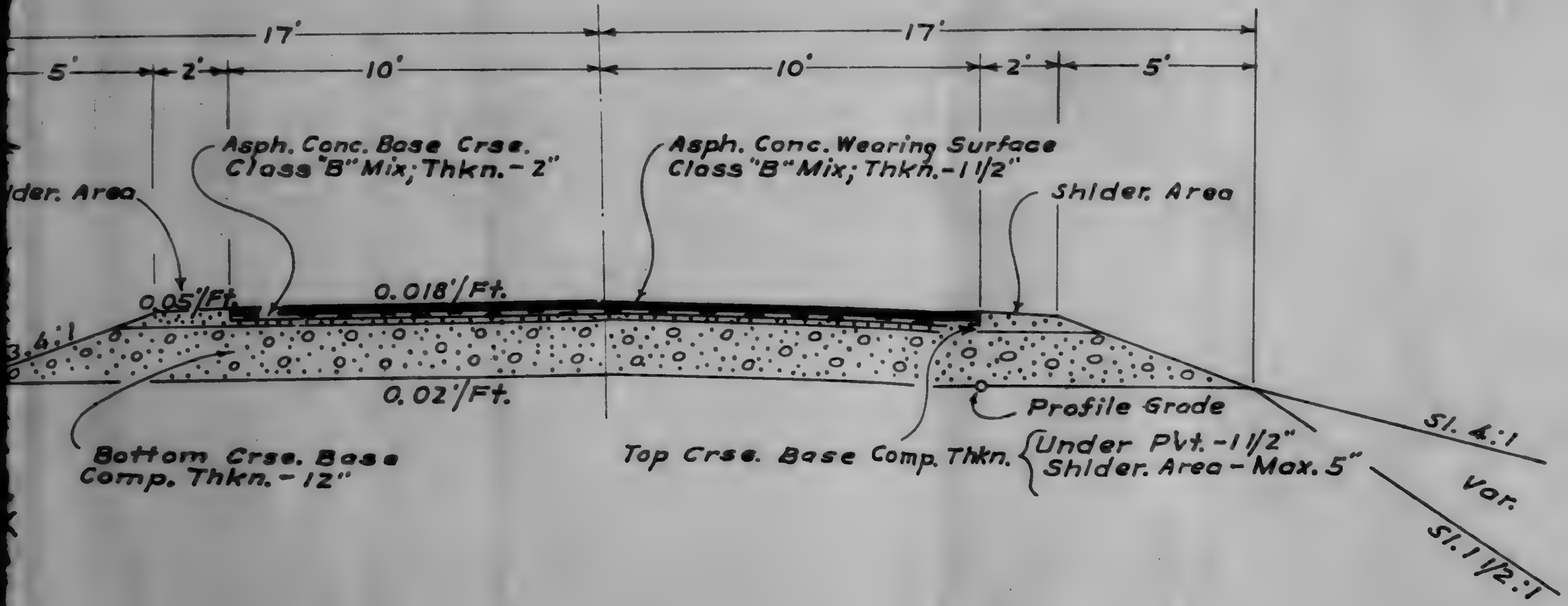
								Sta.1281+00	Sta.1285+00		
					All		All	All	All		
Cu.Yd.	38	9	114	87	248	102	350	330	20		
" "		2	30	85	117	13	130	120	10		
" "	22,212	31,972	21,967	11,793	87,944	8756	96,700	96,230	470		
Yd. Sta.	9,040	64,282	22,225	54,103	149,650	15,350	165,000	165,000			
C-Yd.Sta.	14	2,023	51	1,300	3,388	312	3700	3700			
Cu. Yd.		920	25		945	55	1000	1000			
Mile	0.98	0.94	1.00	0.92	3.84		3.84	3.76	0.08		
Lin. Ft.	100	1000	2225	1886	5211	489	5700	5650	50		
" "	36				36	4	40	40			
" "		64			64	6	70	70			
" "						600	600	600			
" "	154	30	75	582	841	59	900	740	160		
" "	124	66	180	66	436	64	500	500			
" "				174	174	26	200	200			
" "			75		75	5	80	80			
u. Yd.						90	90	90			
" "					30,000	4,000	34,000	33,000	1000		
u. Yd.					4900	500	5400	5200	200		
-Gal.					725	75	800	780	20		
ile					3.84		3.84	3.76	0.08		
u.Yd.					452	48	500	490	10		
on					73	7	80	78	2		
"					8741	859	9600	9400	200		
"					38	2	40	38	2		
u. Yd.					228	22	250	245	5		
in. Ft.	1018				1018	112	1130			550	580
nly	44				44		44			20	24
u.Yd.	151				151	9	160			80	80
b.	35,000										

S1.4:1

OTAL	Sta.1078+00 to Sta.1281+00	Sta.1281+00 to Sta.1285+00	Sta.1094+72 to Sta.1095+28	Sta.1105+34 to Sta.1105+90
	All	All		
0	330	20		
0	120	10		
700	96,230	470		
5,000	165,000			
00	3700			
00	1000			
34	3.76	0.08		
00	5650	50		
	40			
	70			
0	600			
0	740	160		
0	500			
0	200			
	80			
	90			
000	33,000	1000		
00	5200	200		
0	780	20		
4	3.76	0.08		
0	490	10		
	78	2		
0	9400	200		
	38	2		
0	245	5		
0			550	580
			2.0	[illegible]



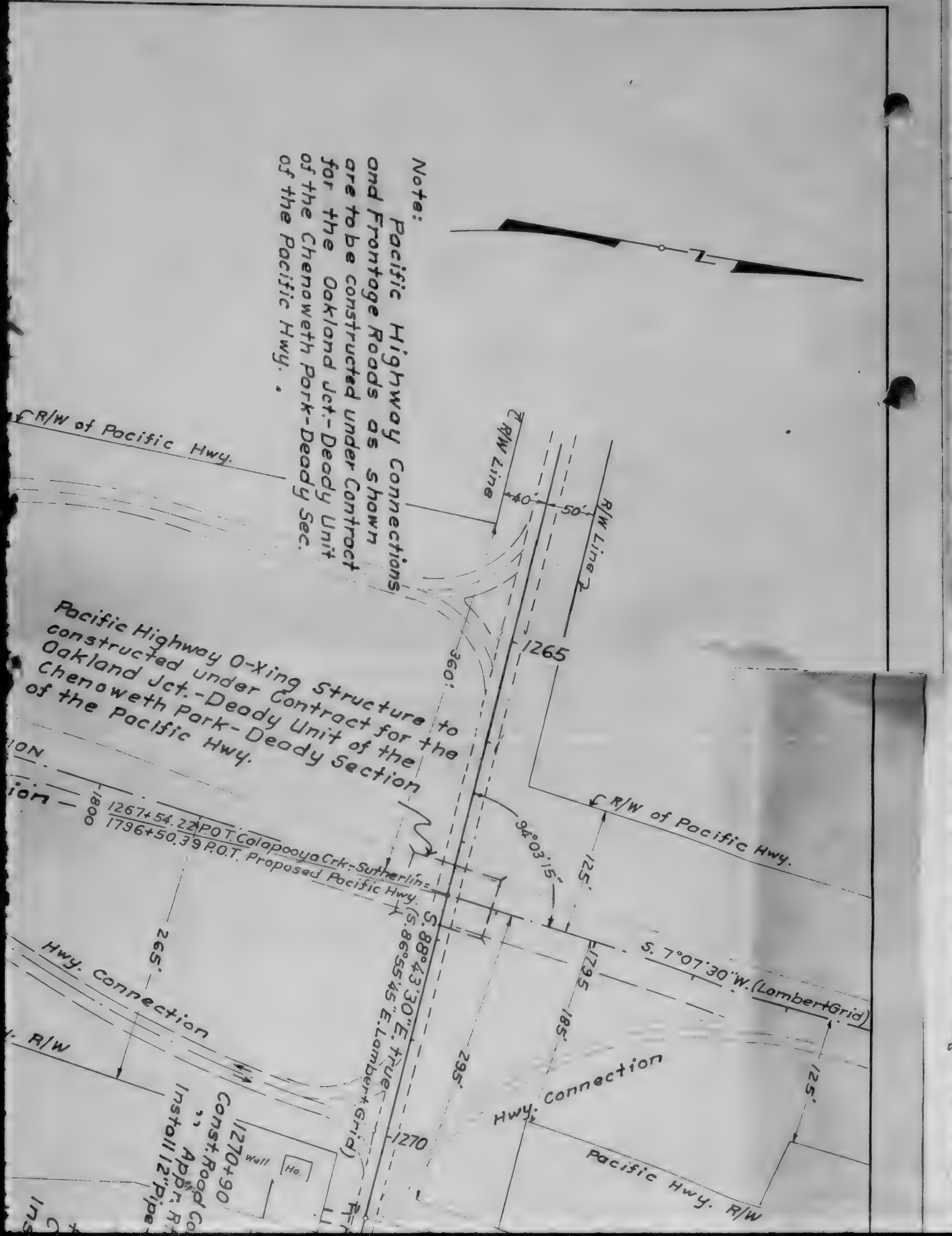

17'
17'
Max.-8'
5'
2'
10'
10'
2'
5'
Round Cutbanks as specified.
Asph. Conc. Base Crse. Class "B" Mix; Thkn. - 2"
Asph. Conc. Wearing Surface Class "B" Mix; Thkn. - 1 1/2"
Shlder. Area
Shlder. Area
Sl. 1 1/2:1
Var.
Sl. 4:1
Sl. 3.6:1
0.05'/Ft.
0.018'/Ft.
0.02'/Ft.
Sl. 1 1/2:1
Var.
4:1
Sl. 3:1
. 10:1
Limit of Side Borrow
Bottom Crse. Base Comp. Thkn. - 12"
Profile Grade
Top Crse. Base Comp. Thkn. {Under Pvt. - 1 1/2" / Shlder. Area - Max. 5"


17'
17'
5'
2'
10'
10'
2'
5'
Asph. Conc. Base Crse.
Class "B" Mix; Thkn. - 2"
Asph. Conc. Wearing Surface
Class "B" Mix; Thkn. - 1 1/2"
lder. Area
Shlder. Area
3.4:1
0.05'/Ft.
0.018'/Ft.
0.02'/Ft.
Profile Grade
Sl. 4:1
Var.
Sl. 1 1/2:1
Bottom Crse. Base
Comp. Thkn. - 12"
Top Crse. Base Comp. Thkn.
Under Pvt. - 1 1/2"
Shlder. Area - Max. 5"

24-inch								
36-inch " "	" "			75		75	5	80
3/8"-0 Backfill in Drains	Cu. Yd.						90	90
Coarse Material in Base	" "					30,000	4,000	34,
3/4"-0 Mt'l. in Base & Shoulders	Cu. Yd.					4900	500	54
Sprinkling	M-Gal.					725	75	80
Preparation of Base	Mile					3.84		3.8
3/4"-0 Mt'l. in Binder Course	Cu. Yd.					452	48	50
RC-3 Asphalt in Binder Course	Ton					73	7	80
Class "B" Asphaltic Concrete	"					8741	859	96
RS-1 Emulsified Asphalt in seal Coat	"					38	2	40
Aggregate in Seal Coat	Cu. Yd.					228	22	25
Furnish Treated Piling	Lin. Ft.	1018				1018	112	113
Drive Piles	Only	44				44		44
Class "A" Concrete	Cu. Yd.	151				151	9	16
Metal Reinforcement	Lb.	35,000				35,000	2000	37,
Treated Lumber in Place	M-FBM	4.2				4.2	0.2	4.4
Remove Bridge at Sta. 1095	All	All				All		All
Provide for Traffic & Remove Br. at Sta. 1105+62	All	All				All		All

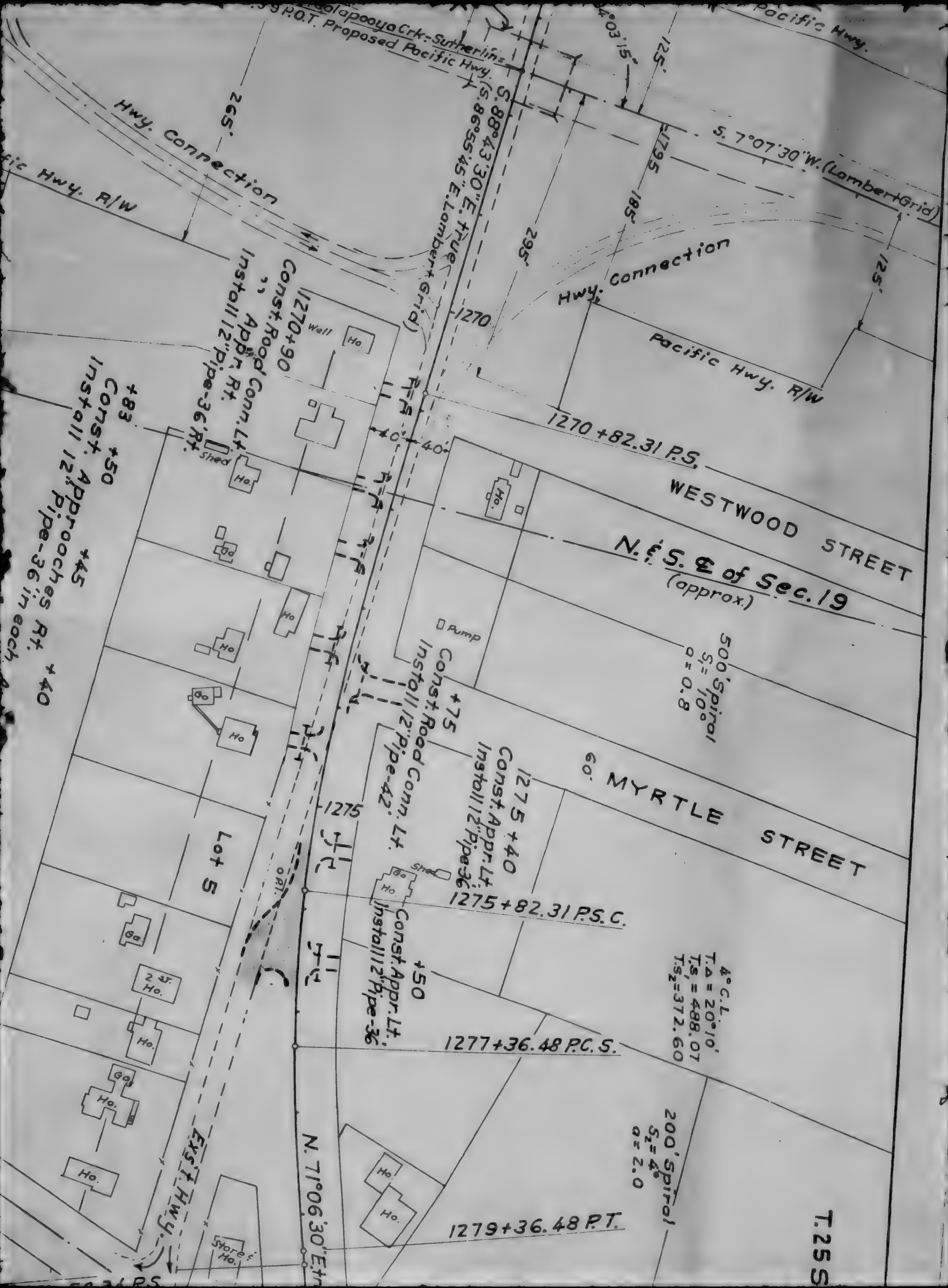
	" "				174	174	26	200	200			
	" "			75		75	5	80	80			
	Cu. Yd.						90	90	90			
	" "					30,000	4,000	34,000	33,000	1000		
	Cu. Yd.					4900	500	5400	5200	200		
	M-Gal.					725	75	800	780	20		
	Mile					3.84		3.84	3.76	0.08		
	Cu. Yd.					452	48	500	490	10		
	Ton					73	7	80	78	2		
	"					8741	859	9600	9400	200		
ot	"					38	2	40	38	2		
	Cu. Yd.					228	22	250	245	5		
	Lin. Ft.	1018				1018	112	1130			550	580
	Only	44				44		44			20	24
K	Cu. Yd.	151				151	9	160			80	80
	Lb.	35,000				35,000	2000	37,000			18,000	19,000
	M-FBM	4.2				4.2	0.2	4.4			1.4	3.0
	All	All				All		All			All	
5+62	All	All				All		All				All

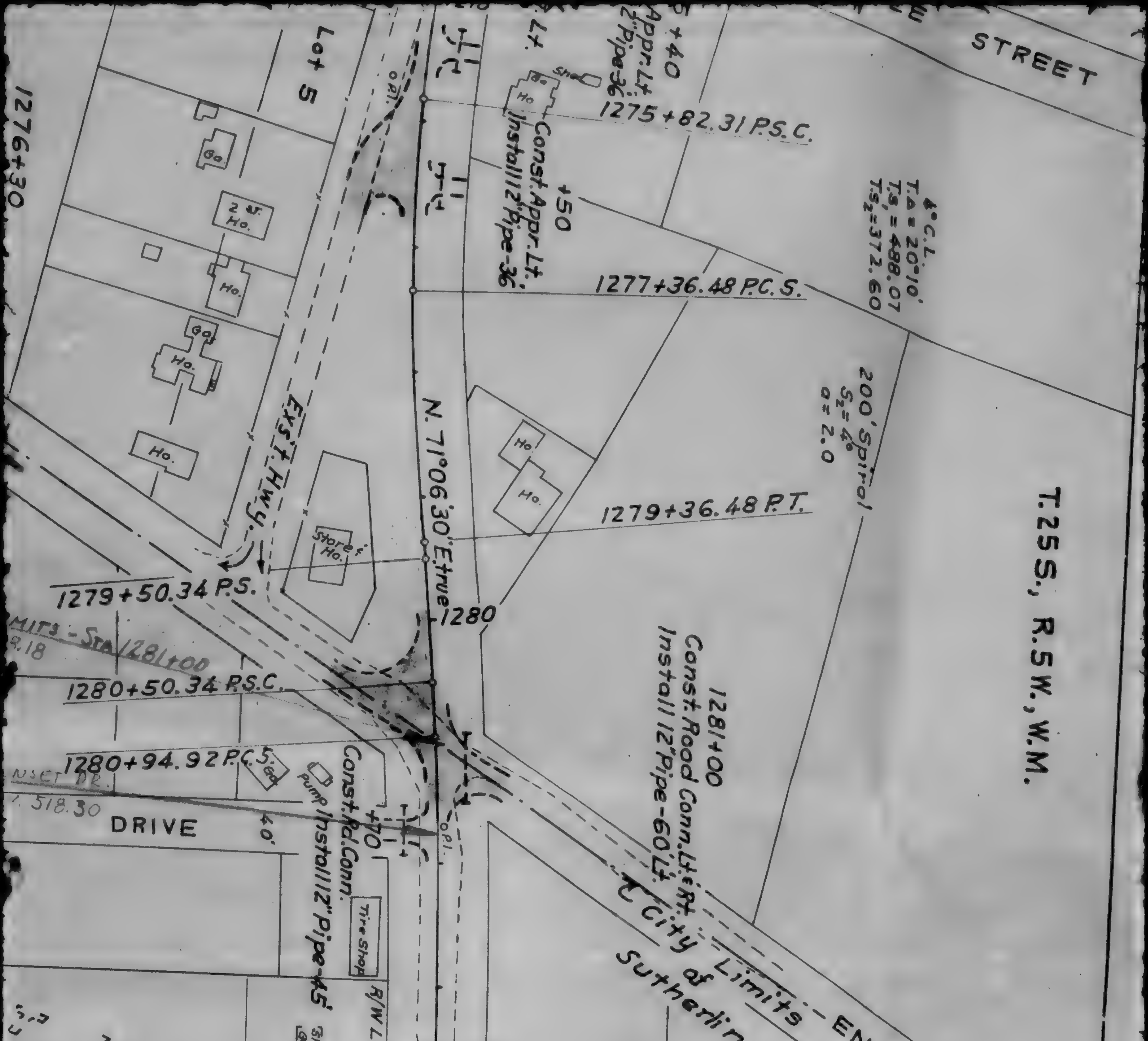
NOTE BOOK	AREAS		
NO	AREAS CHECKED		

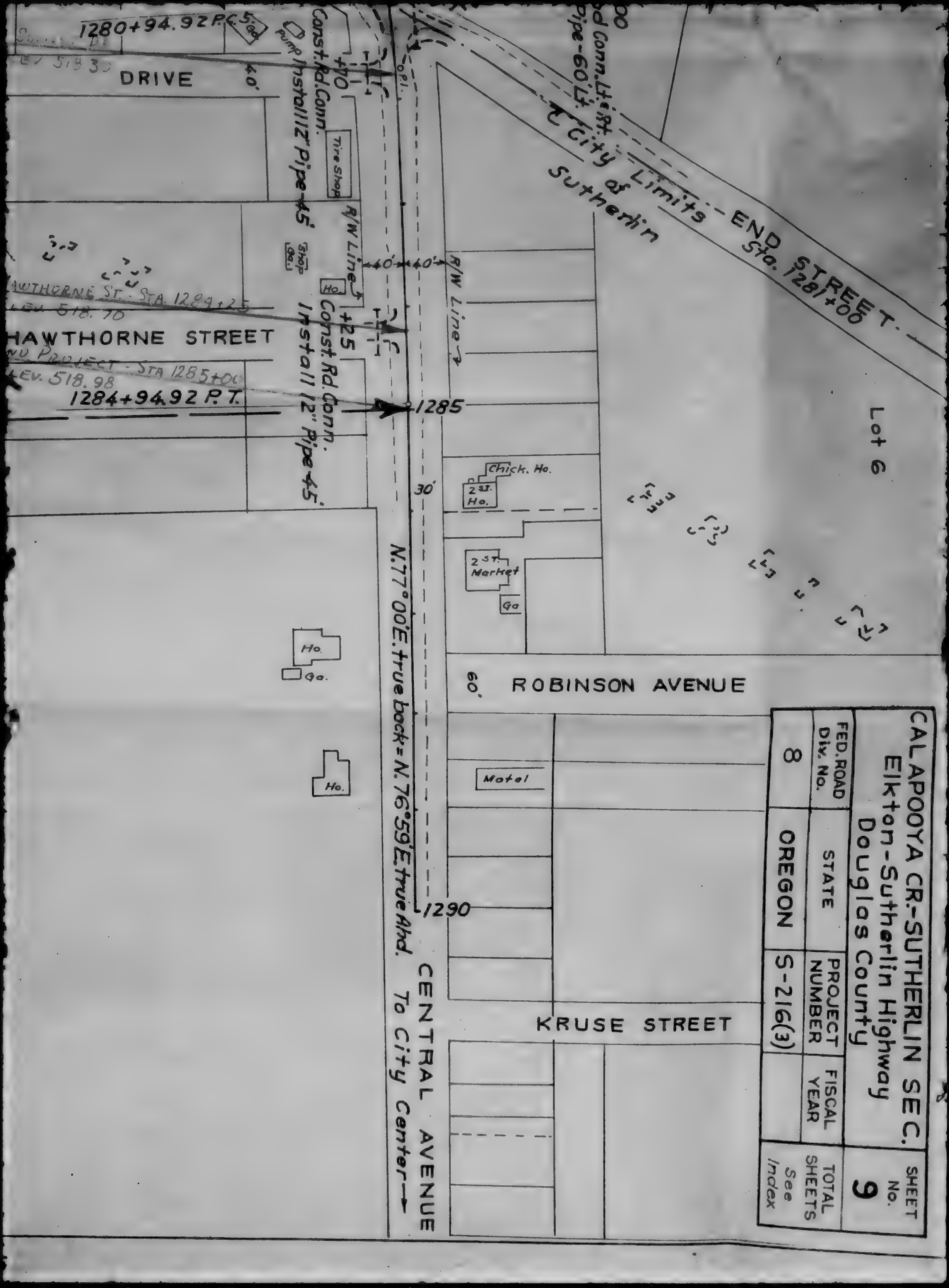


Note: Pacific Highway Connections and Frontage Roads as shown are to be constructed under Contract for the Oakland Jct.-Deady Unit of the Chenoweth Park-Deady Sec. of the Pacific Hwy.

Pacific Highway O-Xing Structure to be constructed under Contract for the Oakland Jct.-Deady Unit of the Chenoweth Park-Deady Section of the Pacific Hwy.


Calapooya Crk.-Sutherlin
P.O.T. Proposed Pacific Hwy.
Pacific Hwy.
S. 88°43'30" E. true
(S. 86°55'45" E. Lambert Grid)
84°03'15"
125'
125'
125'
265'
295'
185'
179.5'
S. 7°07'30" W. (Lambert Grid)
Hwy. Connection
Hwy. Connection
fic Hwy. R/W
Pacific Hwy. R/W
1270
1270+90
Const. Road Conn. Lt.
" Appr. Rt.
Install 12" Pipe-36' Rt.
+83
+50
Const. Approaches Rt.
Install 12" Pipe-36' in each
+45
+40
Well
Ho.
Shed
Ga.
40'
40'
1270+82.31 P.S.
WESTWOOD STREET
N. & S. ℄ of Sec. 19
(approx.)
Pump
+75
Const. Road Conn. Lt.
Install 12" Pipe-42'
1275+40
Const. Appr. Lt.
Install 12" Pipe-36'
500' Spiral
S_1 = 10°
a = 0.8
60' MYRTLE STREET
1275
Lot 5
P.I.
1275+82.31 P.S.C.
+50
Const. Appr. Lt.
Install 12" Pipe-36'
2 St. Ho.
4° C.L.
T.Δ = 20°10'
$T.S_1$ = 488.07
$T.S_2$ = 372.60
1277+36.48 P.C.S.
200' Spiral
S_2 = 4°
a = 2.0
1279+36.48 P.T.
N. 71°06'30" E. tr
Ex'st. Hwy.
Store & Ho.
P.S.
T.25S

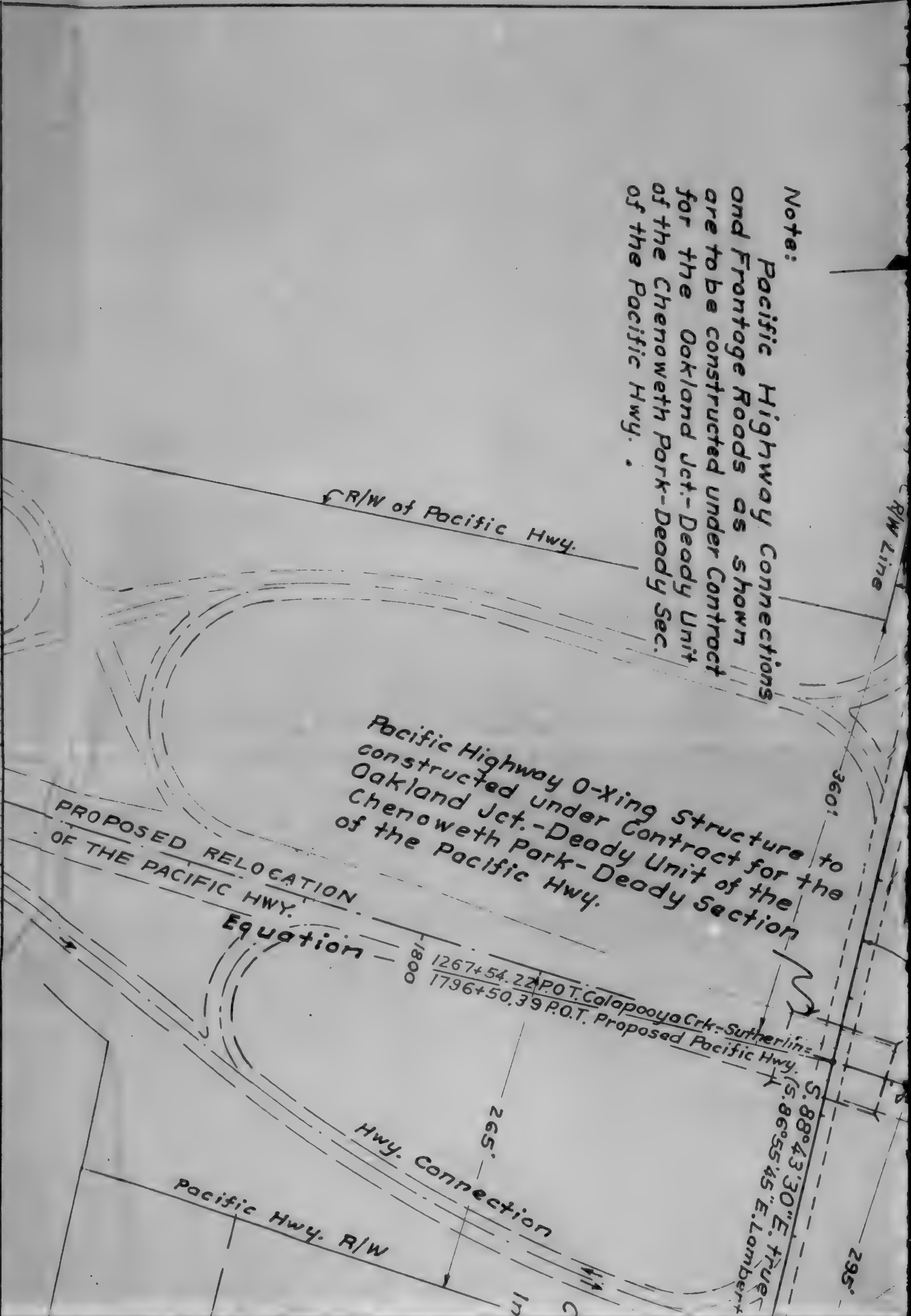

STREET
1276+30
Lot 5
+40
Appr. Lt.
2" Pipe-36'
Lt.
Ho.
Shed
Go.
2 St. Ho.
Ho.
1275+82.31 P.S.C.
Const. Appr. Lt.
Install 12" Pipe-36'
+50
℄ C.L.
T.Δ = 20°10'
T.S.₁ = 488.07
T.S.₂ = 372.60
1277+36.48 P.C.S.
200' Spiral
S₂ = 4°
a = 2.0
Ex'st. Hwy.
N. 71°06'30"E. true
1279+36.48 P.T.
Store & Ho.
1279+50.34 P.S.
1280
LIMITS - STA 1281+00
518.18
1280+50.34 P.S.C.
1281+00
Const. Road Conn. Lt. & Rt.
Install 12" Pipe-60' Lt.
T.25S., R.5W., W.M.
1280+94.92 P.C.S.
Go.
Pump
SUNSET DR.
518.30
DRIVE
40'
+70
Const. Rd. Conn.
Install 12" Pipe-45'
O.P.I.
Tire Shop
℄ City Limits
City of Sutherlin
END STREET
Sta. 1281+00
R/W Line
40'
40'
R/W Line
Shop
Go.
Ho.
HAWTHORNE ST. - STA 1284+25
518.70
HAWTHORNE STREET
+25
Const. Rd. Conn.
Install 12" Pipe-45'
PROJECT - STA 1285+00
518.98
1284+94.92 P.T.
1285
Lot 6
30'
Chick. Ho.
2 St. Ho.
2 St. Market
Go
Ho.
N. 77°00'E. true



CALAPOOYA CR.-SUTHERLIN SEC.
Elkton-Sutherlin Highway
Douglas County

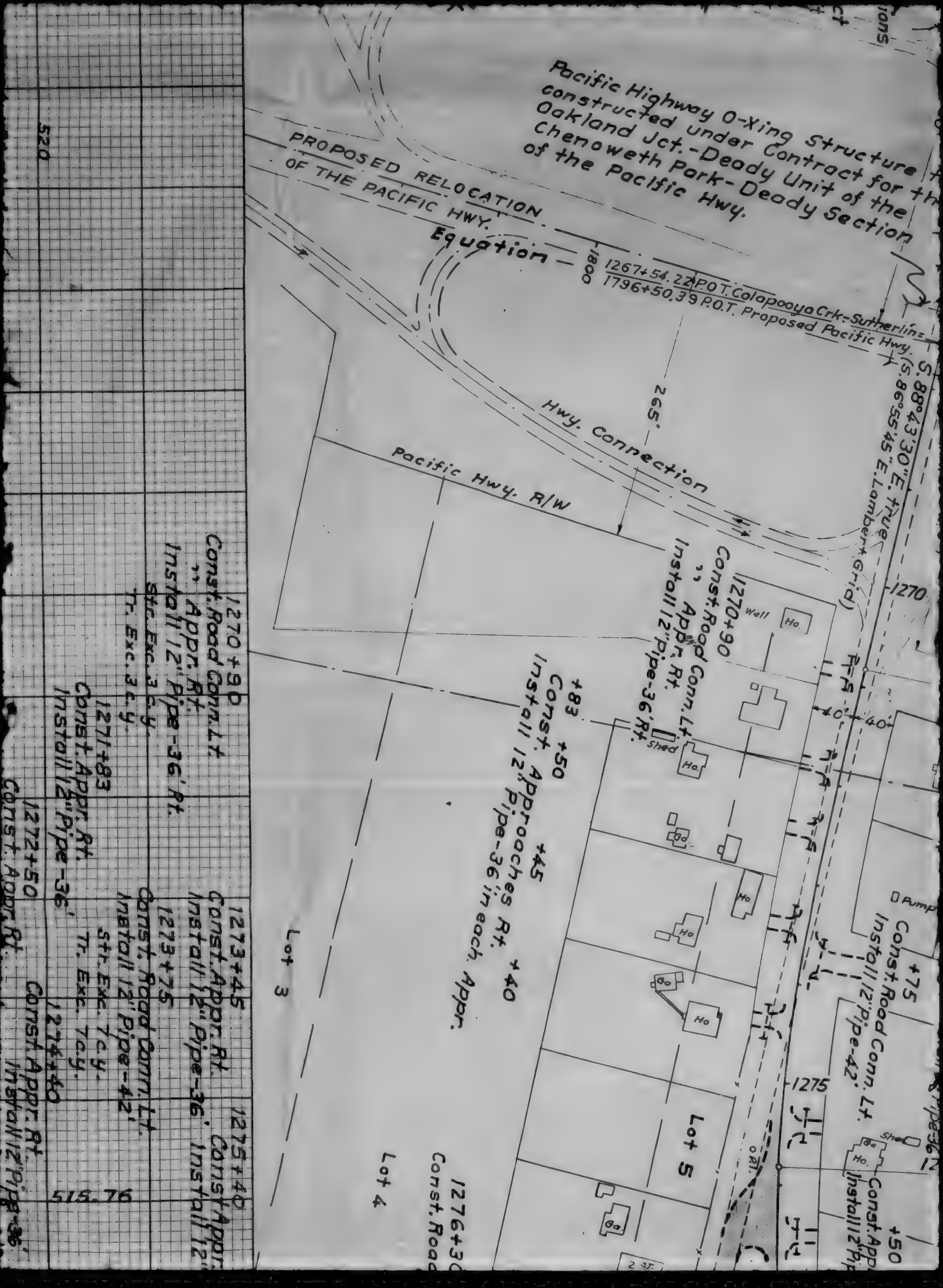
FED. ROAD DIV. NO.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.	TOTAL SHEETS
8	OREGON	S-216(3)		9	See Index

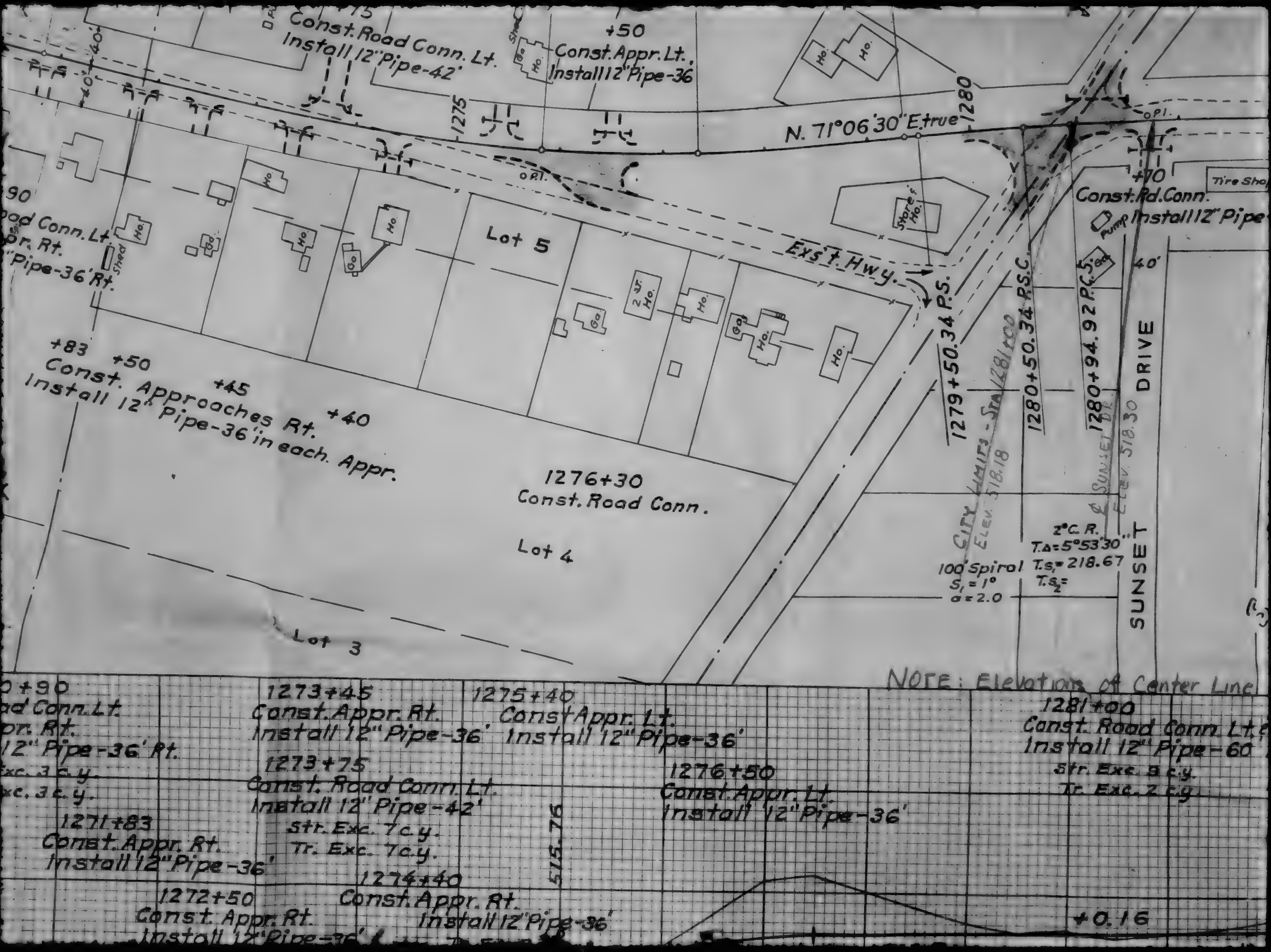
		BY	DATE
FINAL SURVEY	SURVEYED		
	PLOTTED		
NOTE BOOK	TEMPLATE		
	AREAS		
NO.	AREAS CHECKED		

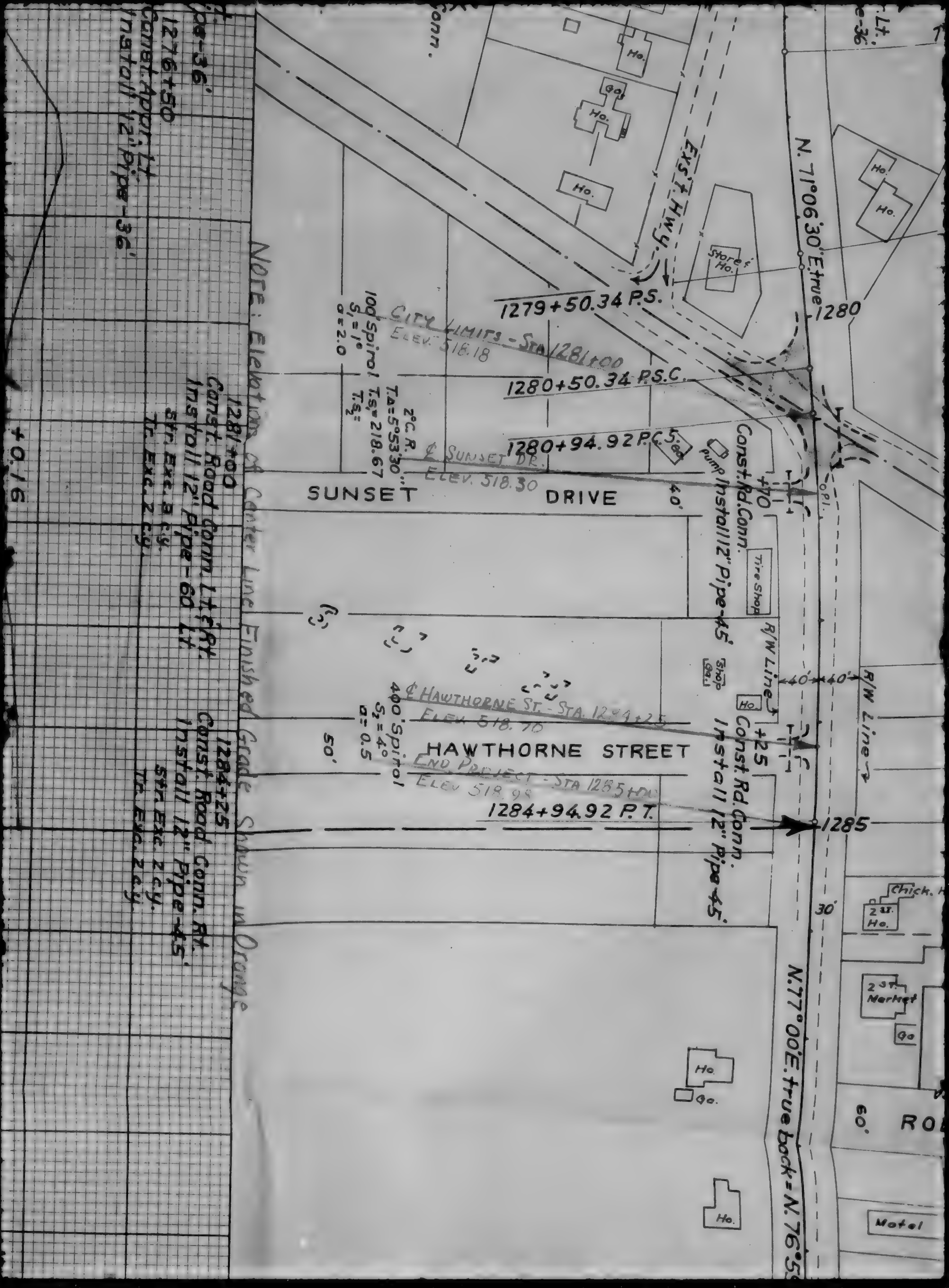


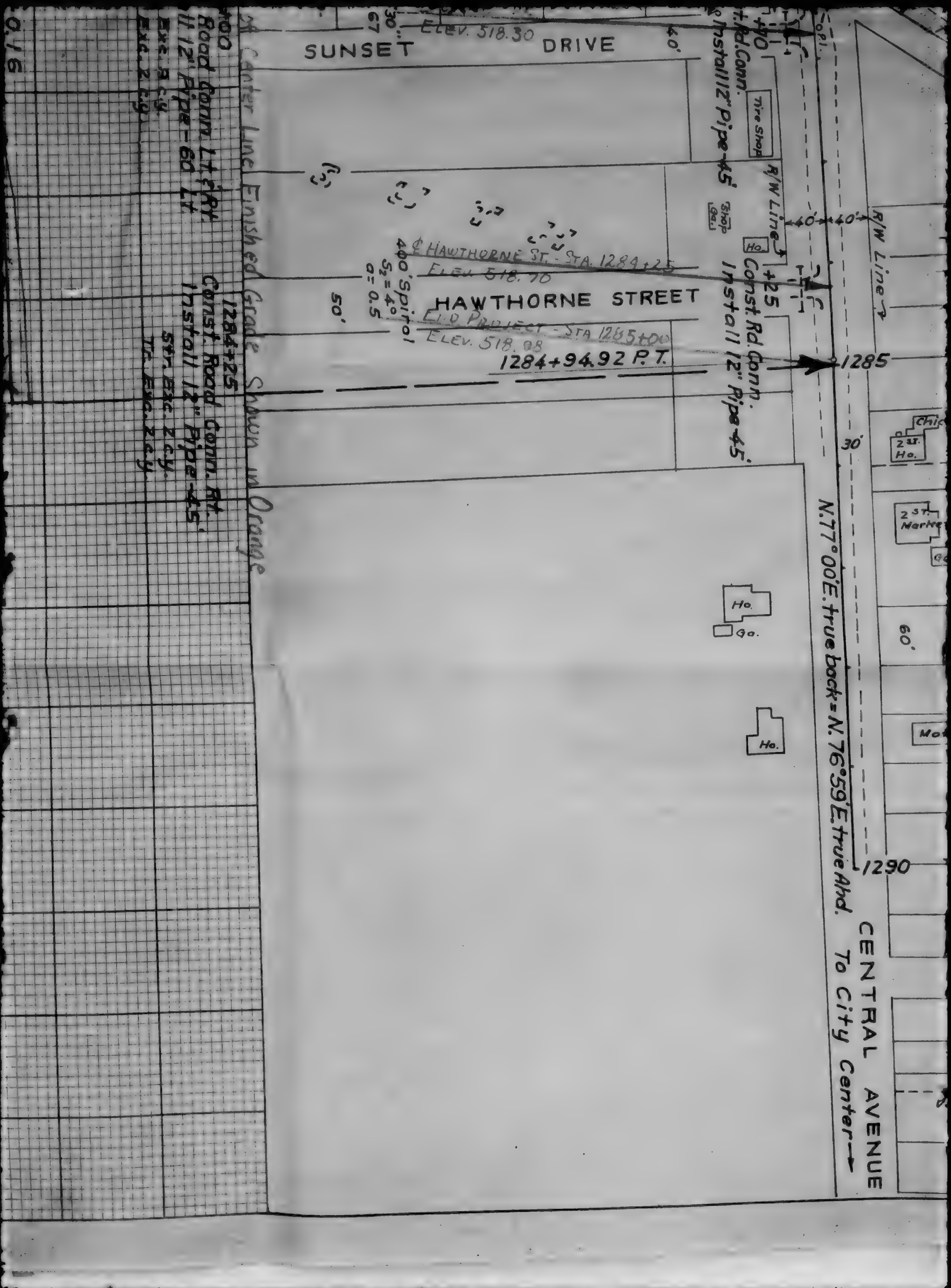
Note:
Pacific Highway Connections and Frontage Roads as shown are to be constructed under Contract for the Oakland Jct.-Deady Unit of the Chenoweth Park-Deady Sec. of the Pacific Hwy.

Pacific Highway O-Xing Structure to constructed under Contract for the Oakland Jct.-Deady Unit of the Chenoweth Park-Deady Section of the Pacific Hwy.

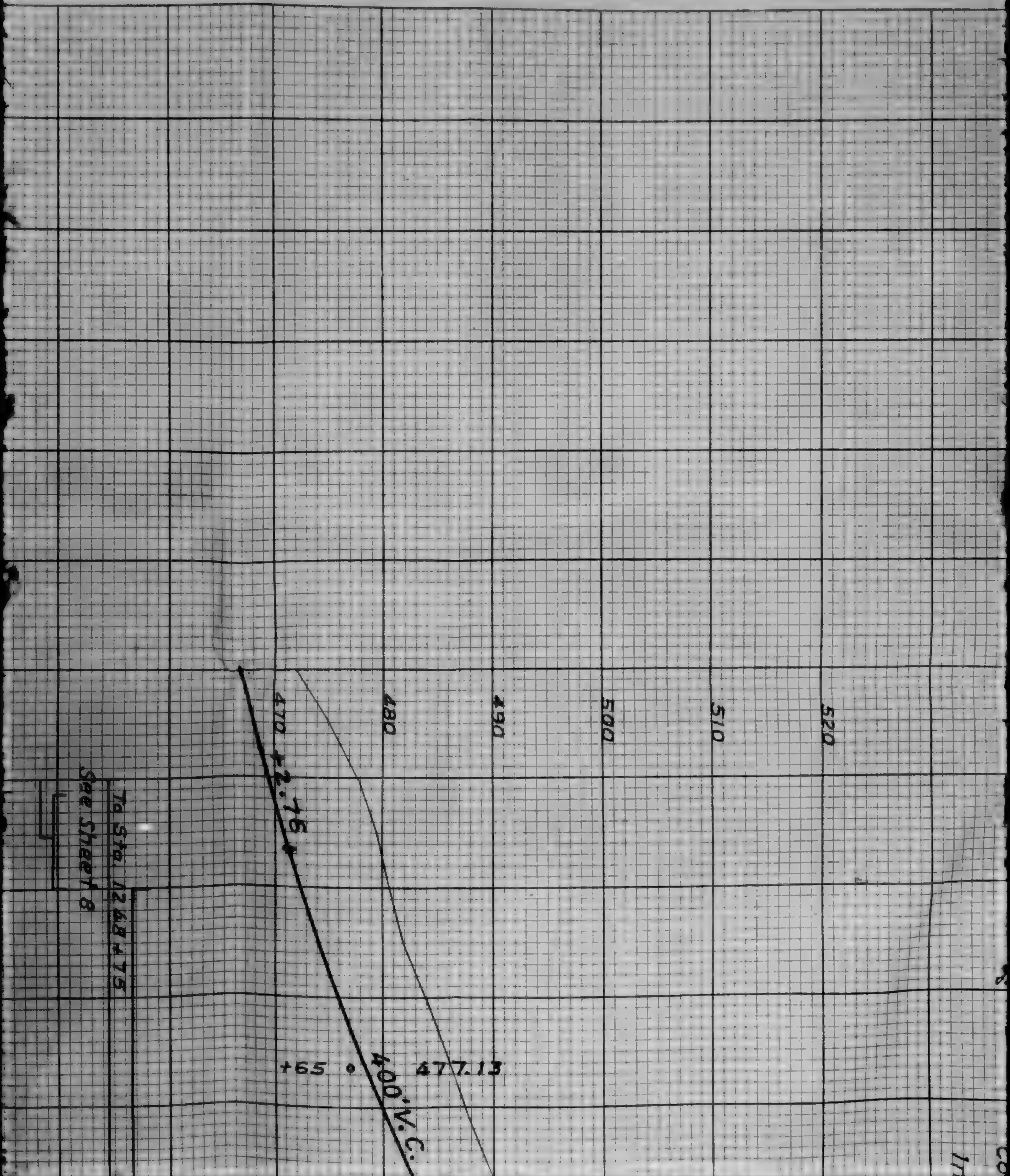

Pacific Highway O-Xing Structure
constructed under Contract for th
Oakland Jct.-Deady Unit of the
Chenoweth Park-Deady Section
of the Pacific Hwy.
PROPOSED RELOCATION
OF THE PACIFIC HWY.
Equation
1800
1267+54.22 P.O.T. Calapooya Crk.-Sutherlin
1796+50.39 P.O.T. Proposed Pacific Hwy.
S.88°43'30"E. true
(S.86°55'45"E. Lambert Grid)
265'
Hwy. Connection
Pacific Hwy. R/W
1270+90
Const. Road Conn. Lt.
" Appr. Rt.
Install 12" Pipe-36' Rt.
Well
Ho.
Shed
+83
+50
+45
+40
Const. Approaches Rt.
Install 12" Pipe-36 in each Appr.
40'
40'
1270
Ga.
Ho.
Pump
+75
Const. Road Conn. Lt.
Install 12" Pipe-42'
1275
Lot 3
Lot 4
Lot 5
1276+30
Const. Road
Const. Appr.
Install 12" Pi
+50
Shed
2 St.
520
515.76
1270+90
Const. Road Conn. Lt.
" Appr. Rt.
Install 12" Pipe-36' Rt.
Str. Exc. 3 c.y.
Tr. Exc. 3 c.y.
1271+83
Const. Appr. Rt.
Install 12" Pipe-36'
1272+50
Const. Appr. Rt.
1273+45
Const. Appr. Rt.
Install 12" Pipe-36'
1273+75
Const. Road Conn. Lt.
Install 12" Pipe-42'
Str. Exc. 7 c.y.
Tr. Exc. 7 c.y.
1274+40
Const. Appr. Rt.
Install 12" Pipe-36'
1275+40
Const. Appr.
Install 12"

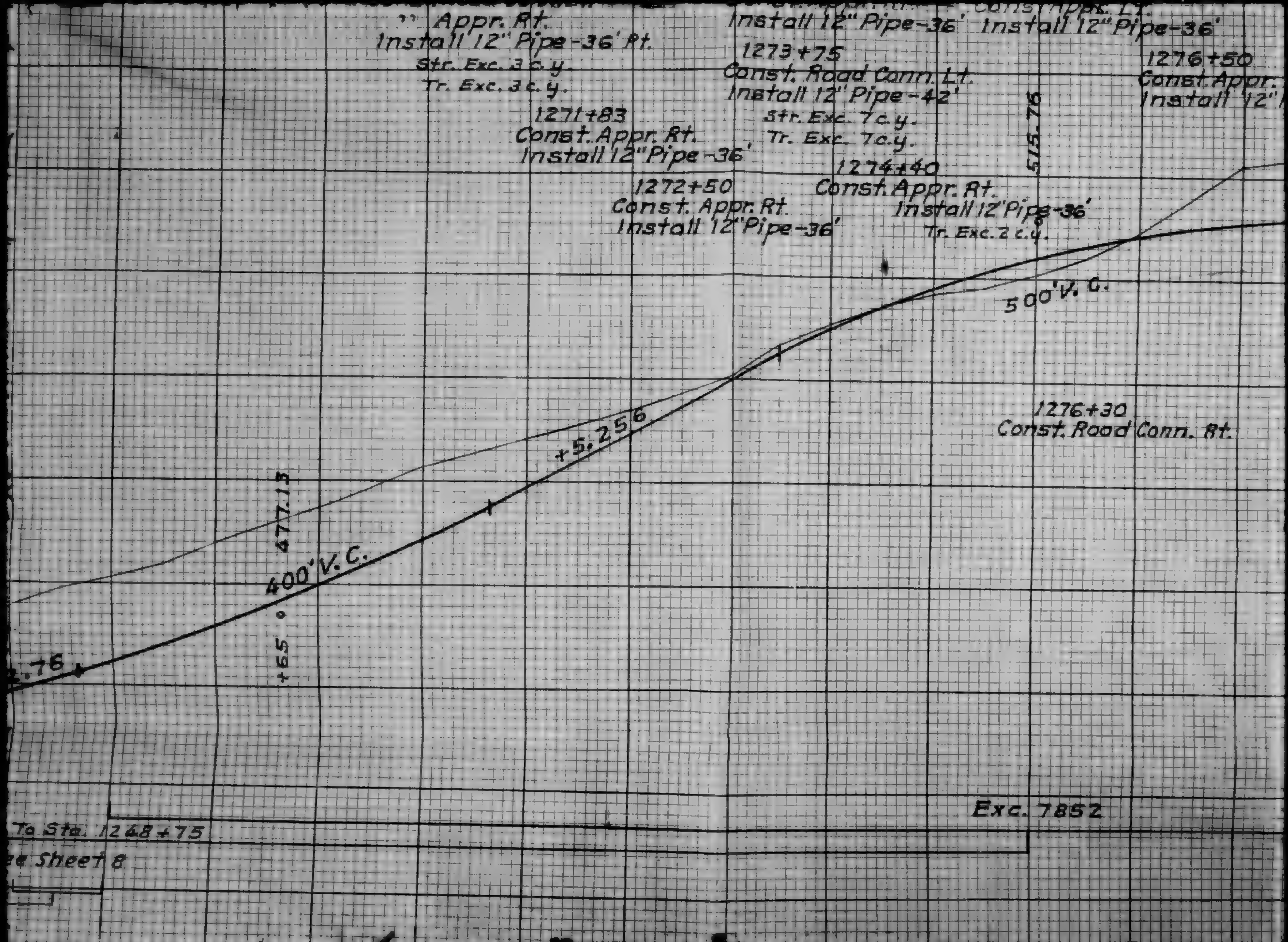

+75
Const. Road Conn. Lt.
Install 12" Pipe-42'
+50
Const. Appr. Lt.
Install 12" Pipe-36
Shed
Go.
Ho.
Ho.
Ho.
40'
1275
1280
N. 71°06'30" E. true
O P.I.
O P.I.
90
oad Conn. Lt.
pr. Rt.
" Pipe-36' Rt.
Shed
Ho.
Go.
Ho.
Ho.
Go.
Ho.
Lot 5
Go.
2 St. Ho.
Ho.
Go.
Ho.
Ho.
Store & Ho.
Exs't. Hwy.
+70
Const. Rd. Conn.
Install 12" Pipe
Tire Shop
Pump
Go.
40'
1279+50.34 P.S.
1280+50.34 P.S.C.
1280+94.92 P.C.S.
CITY LIMITS - Sta. 1281+00
ELEV. 518.18
℄ SUNSET DR.
ELEV. 518.30
SUNSET DRIVE
+83
+50
+45
+40
Const. Approaches Rt.
Install 12" Pipe-36' in each. Appr.
1276+30
Const. Road Conn.
Lot 4
Lot 3
100' Spiral
$S_1 = 1°$
a = 2.0
2° C. R.
T.Δ = 5°53'30"
$T.S_1 = 218.67$
$T.S_2 =$
NOTE: Elevations of Center Line
0+90
oad Conn. Lt.
pr. Rt.
12" Pipe-36' Rt.
Exc. 3 c.y.
xc. 3 c.y.
1271+83
Const. Appr. Rt.
Install 12" Pipe-36'
1272+50
Const. Appr. Rt.
Install 12" Pipe-36'
1273+45
Const. Appr. Rt.
Install 12" Pipe-36'
1273+75
Const. Road Conn. Lt.
Install 12" Pipe-42'
Str. Exc. 7 c.y.
Tr. Exc. 7 c.y.
1274+40
Const. Appr. Rt.
Install 12" Pipe-36'
515.76
1275+40
Const. Appr. Lt.
Install 12" Pipe-36'
1276+50
Const. Appr. Lt.
Install 12" Pipe-36'
1281+00
Const. Road Conn. Lt.
Install 12" Pipe-60
Str. Exc. 3 c.y.
Tr. Exc. 2 c.y.
+0.16

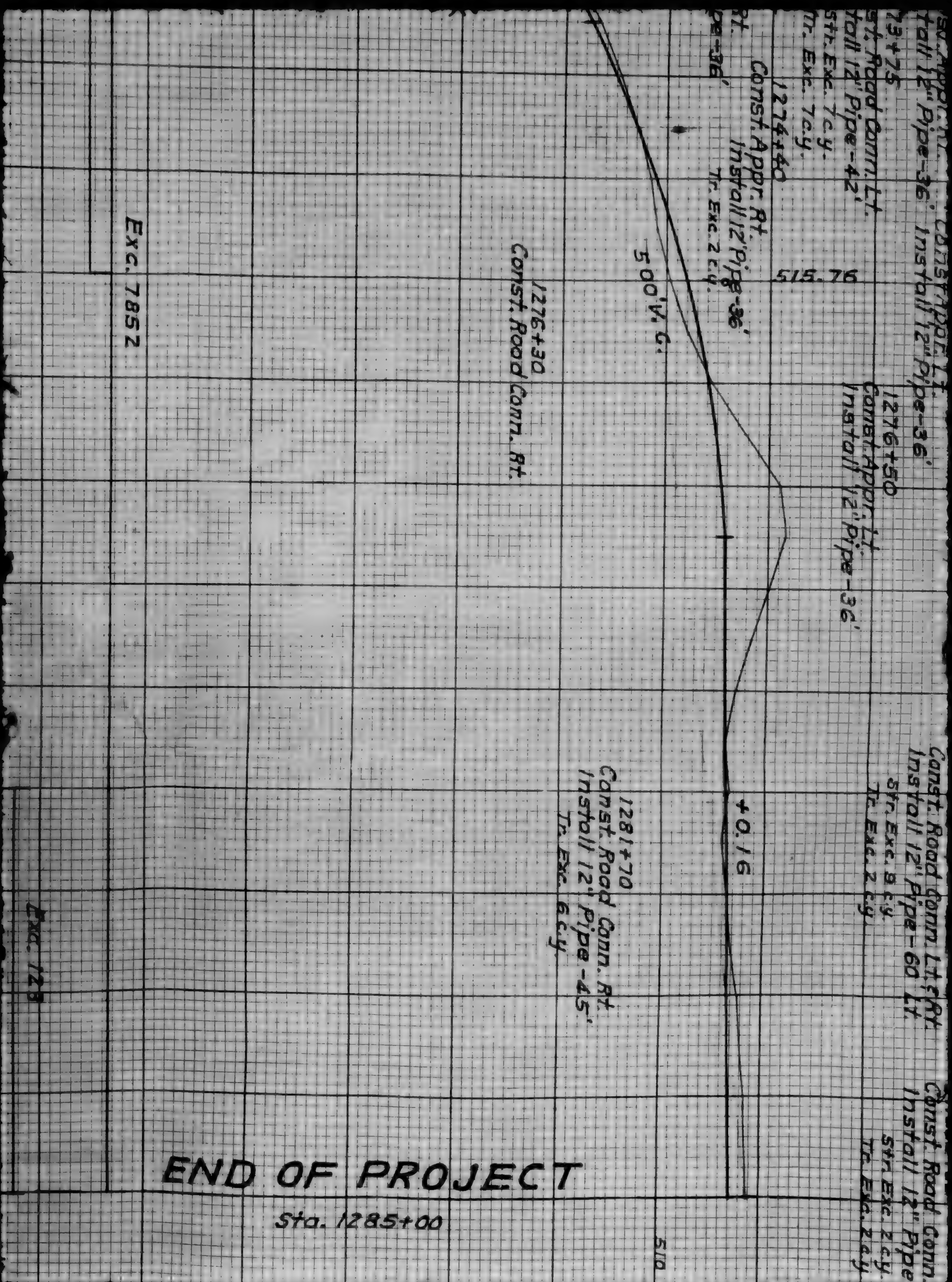

NOTE: Elevations of Center Line Finished Grade Shown in Orange
1276+50
Const. Appr. Lt.
Install 12" Pipe-36'
1281+00
Const. Road Conn. Lt. & Rt.
Install 12" Pipe-60' Lt.
Str. Exc. 8 c.y.
Tr. Exc. 2 c.y.
1284+25
Const. Road Conn. Rt.
Install 12" Pipe-45'
Str. Exc. 2 c.y.
Tr. Exc. 2 c.y.
+0.16
Exs't. Hwy.
Ho.
Ga.
Store & Ho.
N. 71°06'30"E. true
1279+50.34 P.S.
1280
City Limits - Sta 1281+00
Elev. 518.18
100' Spiral
$S_1 = 1°$
$a = 2.0$
2°C. R.
T.Δ = 5°53'30"
Ts₁ = 218.67
Ts₂ =
1280+50.34 P.S.C.
1280+94.92 P.C.
℄ Sunset Dr.
Elev. 518.30
+70
Const. Rd. Conn.
Install 12" Pipe-45'
pump
S. Sta.
P.I.
SUNSET DRIVE
40'
Tire Shop
Shop
R/W Line
40'
40'
R/W Line
Ho.
℄ Hawthorne St. - Sta. 1284+25
Elev. 518.70
400' Spiral
$S_2 = 4°$
$a = 0.5$
50'
HAWTHORNE STREET
+25
Const. Rd. Conn.
Install 12" Pipe-45'
End Project - Sta 1285+00
Elev. 518.99
1284+94.92 P.T.
1285
30'
Chick. H
2 St. Ho.
2 St. Market
Ga.
Ho.
Ga.
Ho.
60'
RO
Motel
N. 77°00'E. true back = N. 76°5


SUNSET DRIVE
ELEV. 518.30
40'
67
30
+70
Const. Rd. Conn.
Install 12" Pipe-45'
Tire Shop
Shop
Ga.
Ho.
R/W Line
40'
40'
R/W Line
P.I.
℄ HAWTHORNE ST. - STA. 1284+25
ELEV. 518.70
HAWTHORNE STREET
℄ PROJECT - STA 1285+00
ELEV. 518.98
1284+94.92 P.T.
400' Spiral
$S_2=4°$
a=0.5
50'
+25
Const. Rd. Conn.
Install 12" Pipe-45'
1285
30'
2 St. Ho.
Chic
2 St. Market
Ga.
Ho.
Ga.
Ho.
60'
Mo
N.77°00'E. true back = N.76°59'E. true Ahd.
1290
CENTRAL AVENUE
To City Center →
℄ Center Line Finished Grade Shown in Orange
1284+25
Const. Road Conn. Rt.
Install 12" Pipe-45'
Str. Exc. 2 c.y.
Tr. Exc. 2 c.y.
+00
Road Conn. Lt. & Rt.
Install 12" Pipe-60 Lt.
Exc. 9 c.y.
Exc. 2 c.y.
0.16

ORIGINAL SURVEY		BY	DATE
	SURVEYED		
	PLOTTED		
NOTE BOOK	TEMPLATE		
	AREAS		
NO.	AREAS CHECKED		

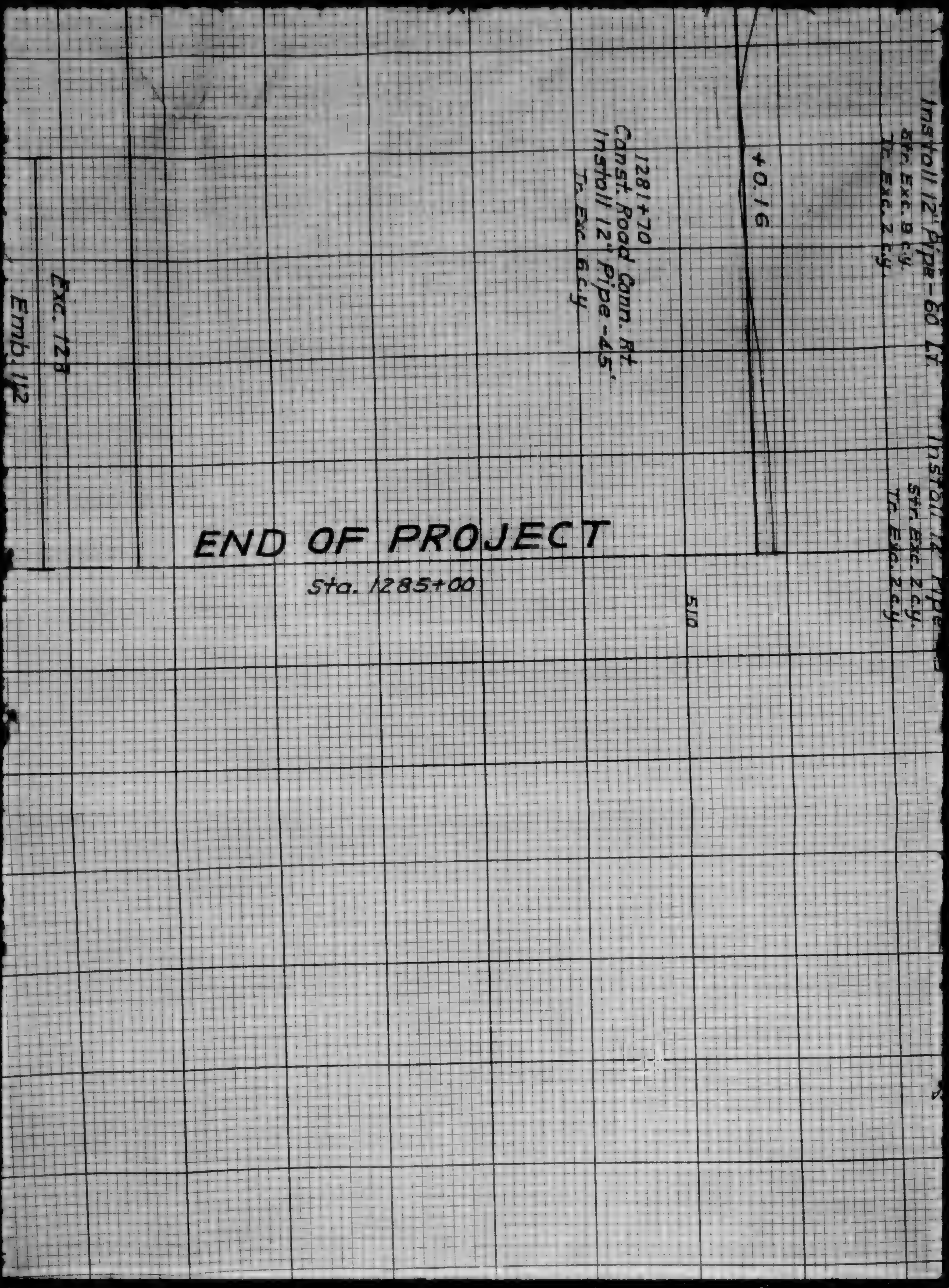


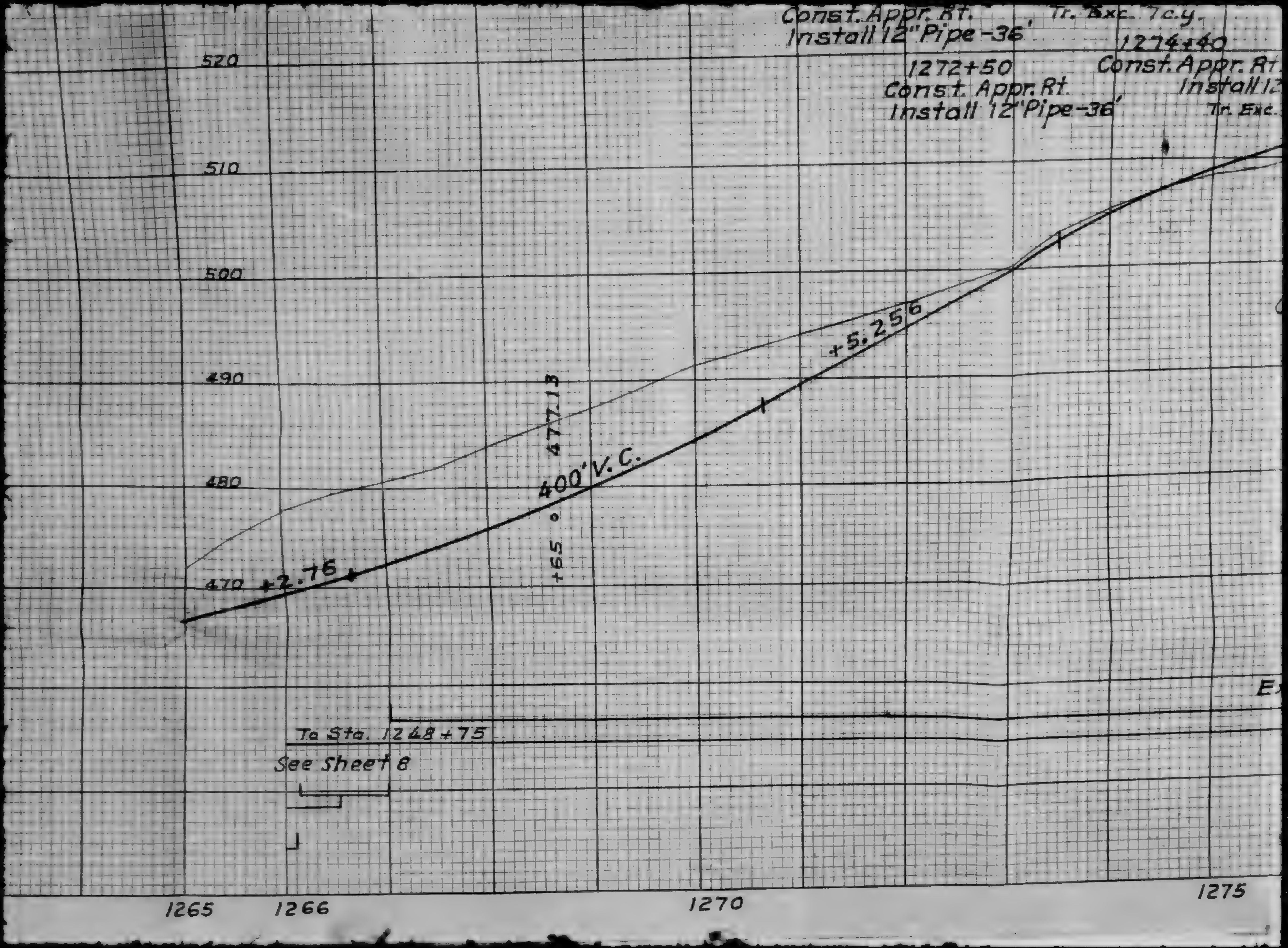

" Appr. Rt.
Install 12" Pipe-36' Rt.
Str. Exc. 3 c.y.
Tr. Exc. 3 c.y.
1271+83
Const. Appr. Rt.
Install 12" Pipe-36'
1272+50
Const. Appr. Rt.
Install 12" Pipe-36'
Install 12" Pipe-36'
1273+75
Const. Road Conn. Lt.
Install 12" Pipe-42'
Str. Exc. 7 c.y.
Tr. Exc. 7 c.y.
1274+40
Const. Appr. Rt.
Install 12" Pipe-36'
Tr. Exc. 2 c.y.
515.76
Install 12" Pipe-36'
1276+50
Const. Appr.
Install 12"
500' V.C.
1276+30
Const. Road Conn. Rt.
.76
+65
477.13
400' V.C.
+5.256
To Sta. 1248+75
ee Sheet 8
Exc. 7852



END OF PROJECT

Sta. 1285+00


Emb. 112
Exc. 128
END OF PROJECT
Sta. 1285+00
1281+70
Const. Road Conn. Rt.
Install 12" Pipe - 45'
Tr. Exc. 6 c.y.
+0.16
510
Install 12" Pipe - 60 Lt.
Str. Exc. 8 c.y.
Tr. Exc. 2 c.y.
Install 12" Pipe
Str. Exc. 2 c.y.
Tr. Exc. 2 c.y.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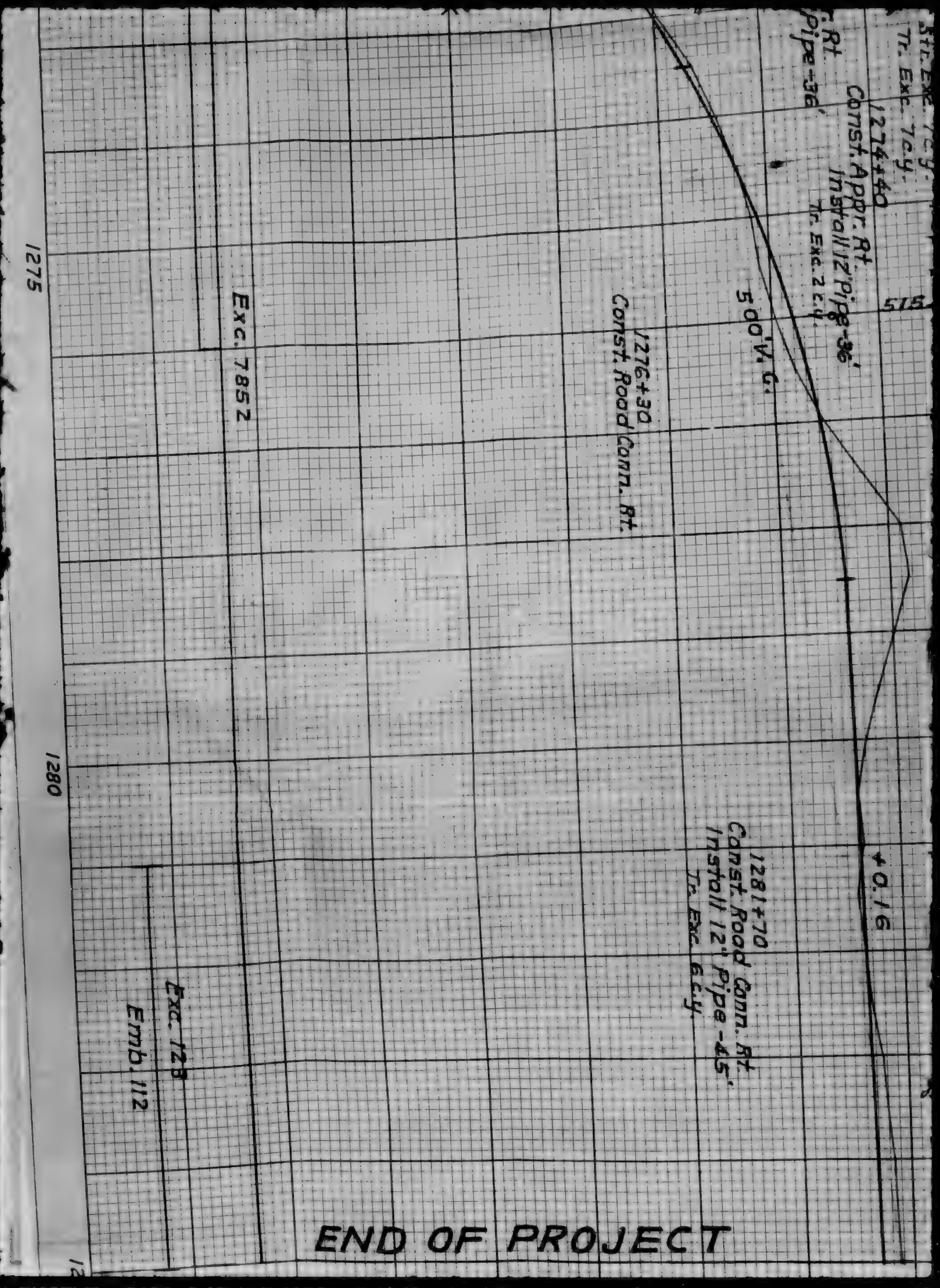
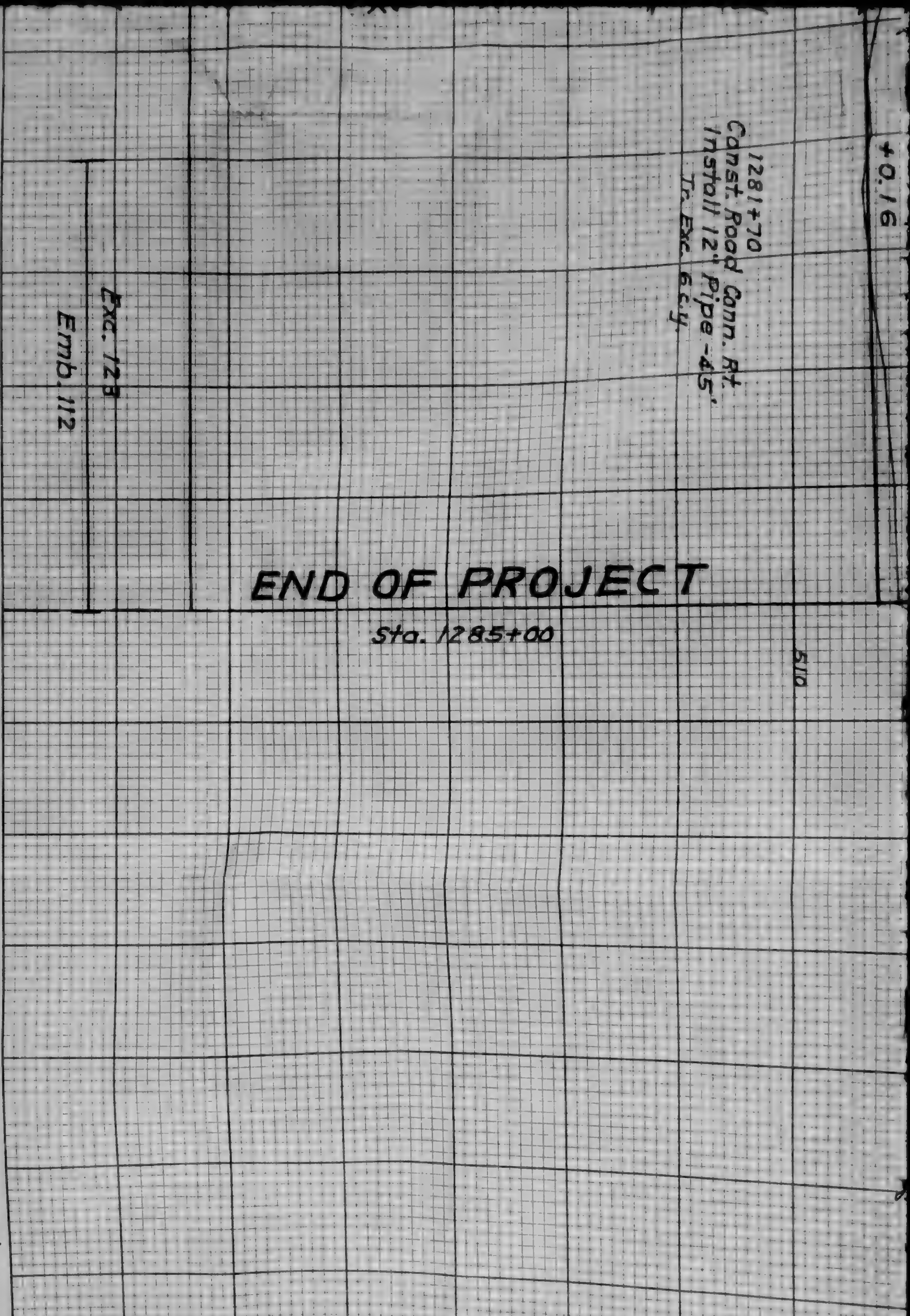
Install 12" Pipe-36'
Tr. Exc. 7c.y.
1274+40
Const. Appr. Rt.
Install 12
Tr. Exc.
1272+50
Const. Appr. Rt.
Install 12" Pipe-36'
520
510
500
490
480
470
+2.76
+65
477.13
400' V.C.
+5.256
To Sta. 1248+75
See Sheet 8
E
1265
1266
1270
1275


Str. Exc. 7 c.y.
Tr. Exc. 7c.y.
Rt.
Pipe-36'
1274+40
Const. Appr. Rt.
Install 12" Pipe-36'
Tr. Exc. 2 c.y.
515
1275
Exc. 7852
1276+30
Const. Road Conn. Rt.
5.00" V.C.
1280
1281+70
Const. Road Conn. Rt.
Install 12" Pipe-45'
Tr. Exc. 6 c.y.
+0.16
Exc. 128
Emb. 112
END OF PROJECT
12


1280
1281+70
Const. Road Conn. Rt.
Install 12" Pipe -45'
Tr. Exc. 6 c.y.
+0.16
Exc. 128
Emb. 112
END OF PROJECT
1285
Sta. 1285+00
510

RECEIVED

FOR FILING

Indexed
Alphabetically

Wahl, C. E.

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
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SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

L-216(3)

[illegible]

April 17, 1952

Mr. Chas. E. Wahl
Route 1, Box 40
Sutherlin, Oregon

Dear Sir:

Reference is made to your letter of April 10, regarding property which the Highway Department will need in connection with the reconstruction of the Elkton-Sutherlin Highway.

I am attaching hereto a print of our right-of-way map, on which we have colored, in red, the area which will be required by the Department. Description of this property has been turned over to the Right of Way Department for acquisition, and an agent will contact you in the immediate future.

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS:AR RHB:me

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. Forrest Cooper

RECEIVED
APR 1 1952
FOR FILING

L-216(3)

#3746

March 26, 1952

Oregon State Highway Commission

Gentlemen:

We have completed the survey of the Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Secondary Highway in Douglas County, and I attach hereto a print indicating the relocation. The new location is indicated by broken line, shaded in red. The section is 3.84 miles in length and eliminates the tortuous alignment of the existing highway.

This matter will be on the next agenda, and I recommend your approval of the location as indicated.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

Inclosure

cc Mr. W. C. Williams
Mr. H. G. Smith

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

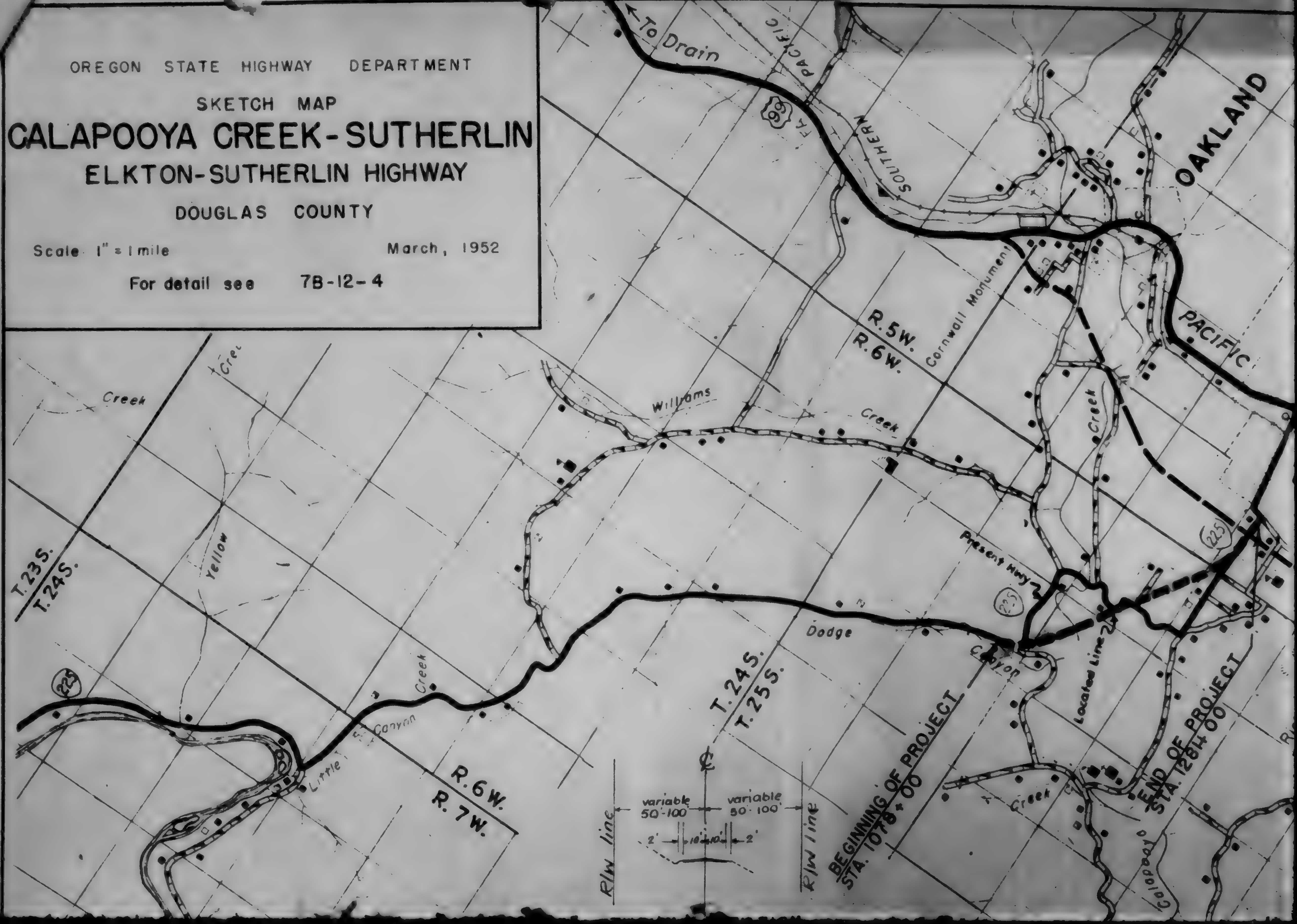
CALAPOOYA CREEK-SUTHERLIN

ELKTON-SUTHERLIN HIGHWAY

DOUGLAS COUNTY

Scale 1" = 1 mile March, 1952

For detail see 7B-12-4



AY DEPARTMENT

MAP

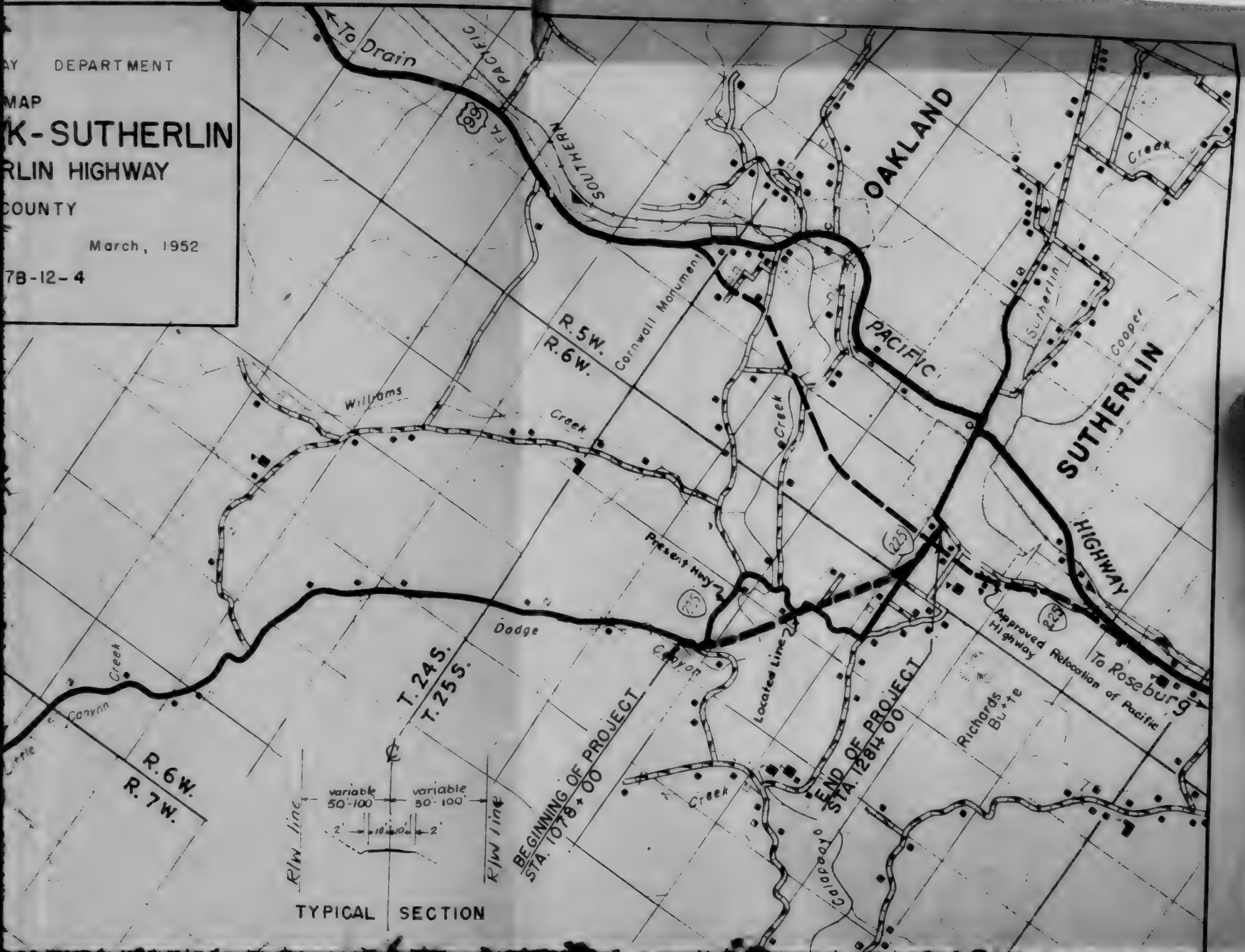
K-SUTHERLIN

RLIN HIGHWAY

COUNTY

March, 1952

7B-12-4



SKETCH MAP

CALAPOOYA CREEK-SUTHERLIN

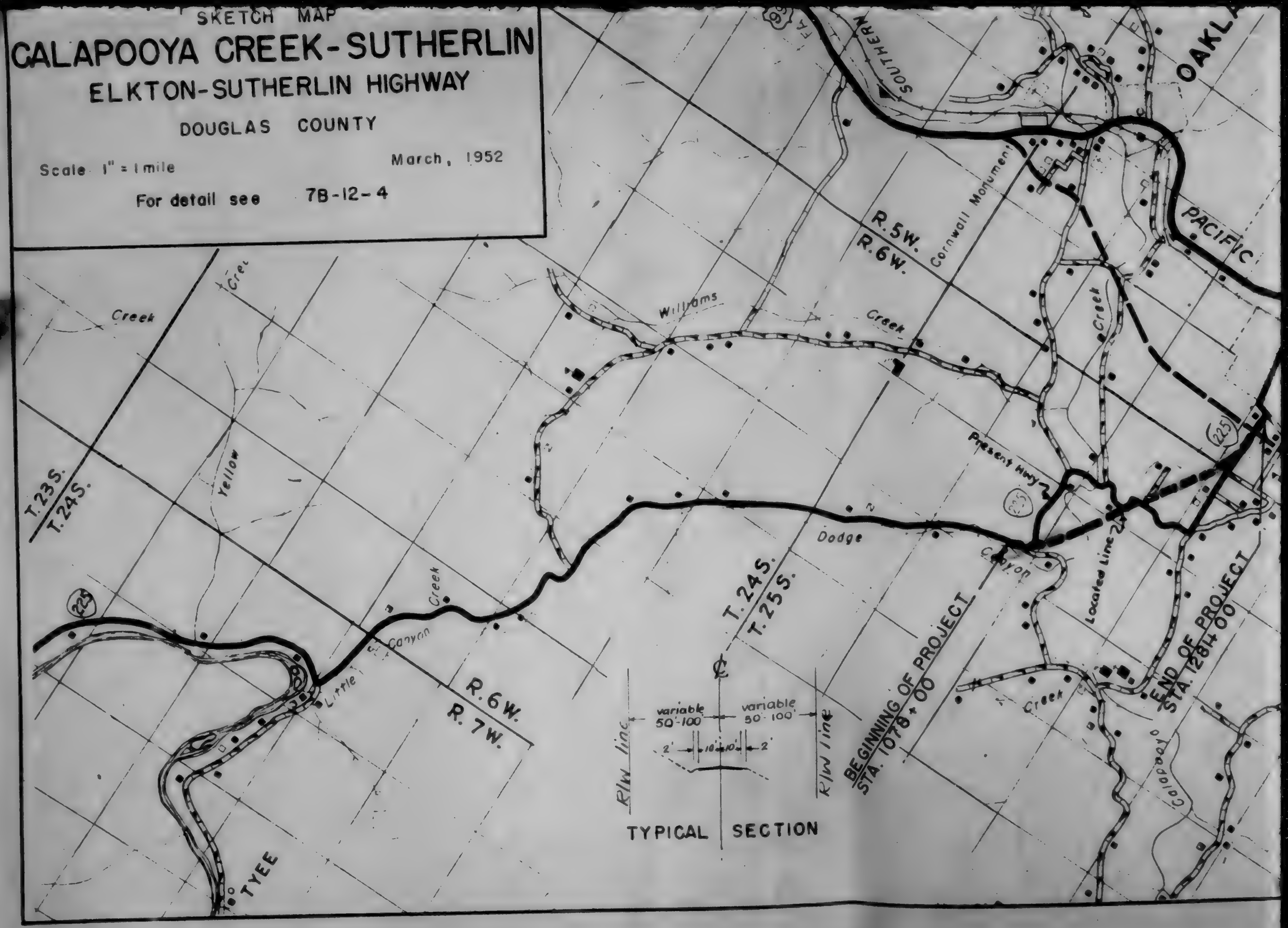
ELKTON-SUTHERLIN HIGHWAY

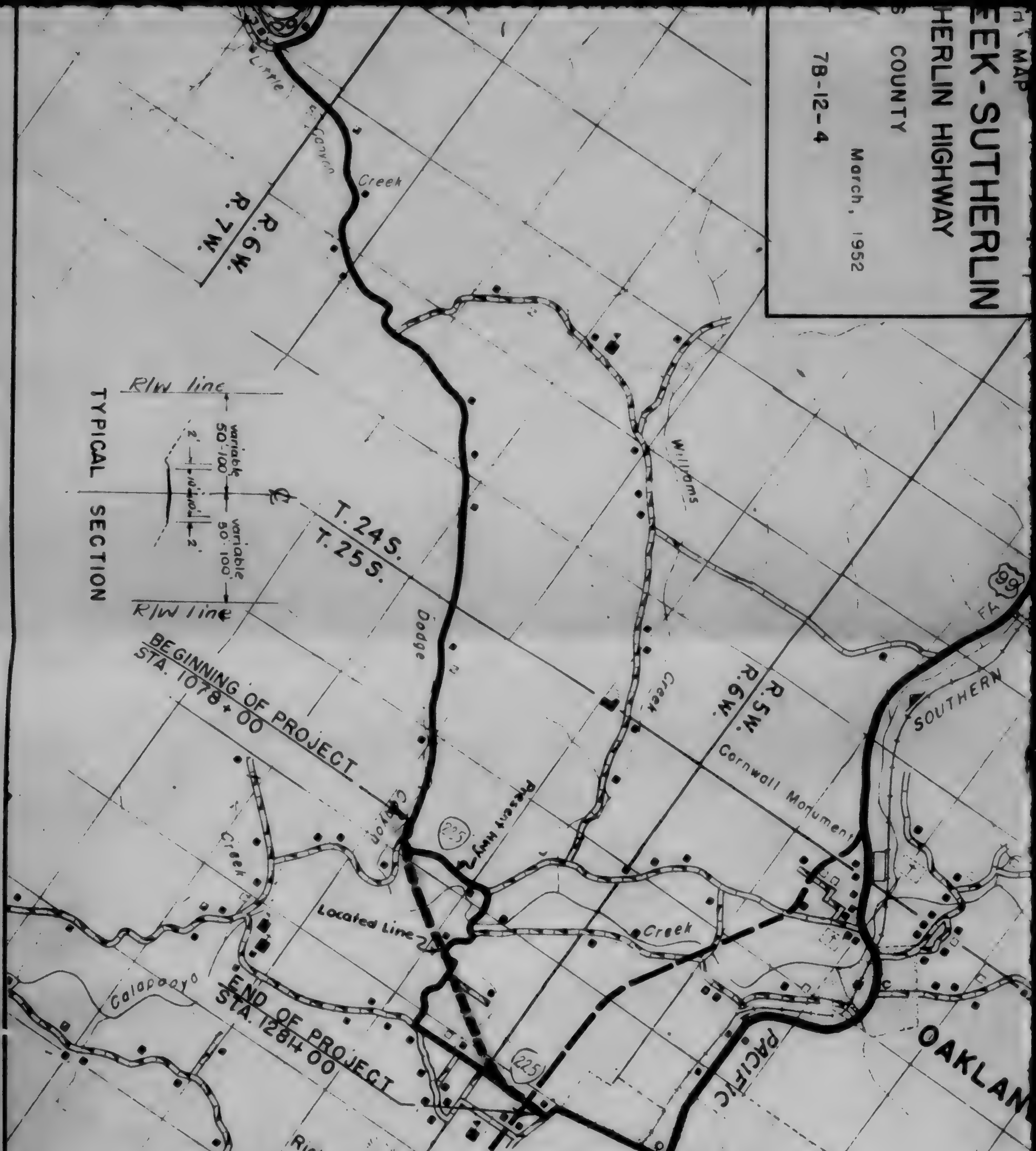
DOUGLAS COUNTY

Scale 1" = 1 mile

March, 1952

For detail see 7B-12-4




MAP
EEK-SUTHERLIN
HERLIN HIGHWAY
S COUNTY
March, 1952
7B-12-4
R.6W.
R.7W.
Little
Canyon
Creek
R/W line
variable 50-100
variable 50-100
2'
10'
10'
2'
℄
R/W line
TYPICAL SECTION
T.24S.
T.25S.
Williams
Dodge
Creek
99
R.5W.
R.6W.
SOUTHERN
Cornwall Monument
BEGINNING OF PROJECT
STA. 1078+00
Calapooya
Creek
Present Hwy
225
Located Line
Creek
Calapooya
END OF PROJECT
STA. 1284+00
225
PACIFIC
OAKLAN
Richards
Butte
Approved Relocation of Pacific Highway
225
To Roseburg
HIGHWAY
SUTHERLIN
Sutherlin
Cooper
Creek

32-1014 Lostine River Bridge Sec. 1952
of the Wallowa Lake Hwy., about
#3747 1.2 miles W. of Lostine.

RECEIVED

FOR FILING

FORM 2-30 25M 9-51 62319

1014

3747

5069

C
O
P
Y

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 8, 1954

SUBJECT:

To:

Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

REFERRED TO

Enfield

Deputy State Highway Engr.

Referring to your Assignment No. 5069 which has to do with complaint filed by Edward E. Grant, Attorney for W. F. Heskett, against the State of Oregon, I hand to you herewith copies of letters from Resident Engineer Cameron and Division Engineer Parson which I believe covers the situation in sufficient detail for the Legal Department to defend if necessary.

I am also attaching a copy of a sketch map which indicates the various features referred to in the reports.

/s/ Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

Encls.

FORM E-30 25M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

C
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Y

La Grande, Oregon
June 1, 1954

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Mr. Smith:

Reference is made to your letter of May 24, regarding W. F. Heskett vs. State of Oregon - Lostine River-Wallowa Lake Hwy.

Herewith, a further report from Mr. Cameron under date of May 28.

Mr. Cameron also advises that the Courtney ditch was roughed up a little by the contractor's equipment crossing it on about July 1. In response to Mr. Evans and Mr. Cameron's request, this roughing was repaired by an 18" pipe installation on about July 2 or 3. The water by this time was so low in the Lostine River that a bare trickle came down the ditch - only enough to wet the bottom of the ditch. Mr. Cameron, in his Jan 20, 1953 letter, refers to this as a normal flow. He now states that a trickle is normal for July. The ditch was then operating in this normal condition from the 3rd of July to about the 6th of Aug. when Mr. Evans hired the contractor to make the attempt to dam the river for more water to enter ditch.

Mr. Cameron states in his May 28, 1954 letter that the ditch was not disturbed until after July 18. What he means is that no construction work had been started in the vicinity of ditch before that time. He further advises that excavation through the ditch was not started until well along into August, after irrigation season was over.

It is hoped this will clarify the picture.

1. Ditch crossed by contractors equipment about 1st of July.
2. 18" CIP placed at this place about July 2 or 3.
3. Water was never interferred with.
4. Ditch was dug out after Aug. 6 when water would not go into ditch due to low water and after attempt at damming Lostine River.

Very truly yours,

/s/ A. F. Parson

A. F. Parson
Division Engineer

AFP:fd
cc: M. A. Cameron

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

C O P Y

Enterprise, Oregon
May 28, 1954

SUBJECT:

Ref: W. F. Heskett Claim

To:

Mr. A. F. Parson
Division Engineer
Oregon State Highway Dept.
La Grande, Oregon

Dear Sir:

In reference to Mr. Cooper's letter of May 24, 1954, regarding W. F. Heskett claims, I have gathered the following information regarding the Courtney Ditch and construction of same and flow from May 1952 to the date of completion of construction of the Highway. This information was obtained from my diary and from the Weekly Reports also from Mr. Jim Clark who takes water from the same Courtney Ditch and from Mr. Norman K. Evans who owns the property leased by Mr. Heskett.

Week ending July 4th 1952 - Clearing and Grubbing - 50% completed.
Week ending July 11th 1952 - One dozer and three men clearing & Grubbing.
Week ending July 18th 1952 - Grade Stakes, culvert and gravel pit are in shape over the entire project so that excavation can be done at any point; Contractor hauled concrete culvert pipe onto job; No other work done by Contr.

This would indicate that no dirt had been moved up to this date and that the Courtney Ditch had not been disturbed.

Week ending July 25th 1952 - Contractor moving dirt from Station 1126 to bridge, approach Station 1116 to 1124; Drain Tile placed at Station 1123; 2 dozers and 2 carry-all working.

Mr. J. S. Clark who has water rights from the Courtney Ditch when contacted today (May 27, 1954), stated that he never had in the past been able to get more than a mere trickle of water from the Courtney Ditch after July 1st and that during the time Mr. Heskett was on the Evans place (which adjoins his) that Mr. Heskett never even attempted to get a second hay crop the fields in question and that previously the fields have dried up by the first of July. Mr. Clark said that he would testify as to this.

Mr. Evans, the property owner was also contacted on May 27, 1954 will if asked, testify as to the approximate date that he hired operated

Ref: W. F. Heskett Claim

- Continued -

equipment to build the dam up at the intake, after being requested to do so by Mr. Haskett. Mr. Evans left Lostine about Aug. 6th 1954 the day after the dam was fixed. He accompanied by Mr. Hakett on that date inspected the ditch at the intersection with the new Highway, and the water was then flowing a small stream, only. Mr. Evans also stated that after about July 15th there was no need for water and that Mr. Haskett at no time made any effort of his own to get any water from the River.

Regarding Paragraph (6) of the complaint.
Instead of a fill at Station 1127+04 (point in question) there was a cut of several feet. . We are positive that the ditch was not disturbed untill some time after July 18th no dirt having been moved on the project untill after that date. There was a pipe placed in the ditch July 1st but at that time the ditch was dry, they being unable to get water from the River into the ditch, untill after the dam was raised.

Very truly yours

/s/ M. A. Cameron

Res. Engineer

FORM E 30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

C
O
P
Y

Salem, Oregon
May 24, 1954

SUBJECT:

To: Mr. A. F. Parson
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

Referring once again to the suit of W. F. Heskett v. State of Oregon and to your letter of May 18, 1954, I do not believe that the statements contained in your letter are sufficient, nor does the sketch give the full story. The sketch does show the general layout of the new highway, the old highway, the Courtney ditch, and the area that Heskett claims he was unable to irrigate, however, it does not answer the following questions which are raised in the complaint. Will you please comment on the following:

> "That on or about the 1st day of July, 1952, defendants H. J. Miller and H. W. Miller, in the course of the construction of said relocated section of Highway 82, caused a rock and dirt fill to be made, raised to a considerable elevation above the land in the area in which said irrigation ditch ran, cutting off said irrigation ditch. That upon complaint of the plaintiff, said defendants put a culvert in to restore said ditch, but immediately thereafter tore the whole ditch out."

It seems to me that the best way to approach this matter would be to list the various things that occurred in chronological order, stating when the irrigation ditch was first altered in any way; when work was completed to a point where water could have been transported by the ditch; when this so-called cutting off of said irrigation ditch (paragraph 6) occurred; when the ditch was restored by the installation of the culvert; if, and when, water was again transported through the ditch; and, if possible, information on when the ditch dried up due to falling water level in the Lostine River.

As you said in your letter, it is entirely probable that neither the State nor the contractor is responsible for the alleged loss. Unfortunately, however, we may have to defend the case in court. Will you please give me the best information that you can assemble re this matter.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Asst. Construction Engineer

FC:js

cc C. W. Enfield

ASSIGNMENT

Date: May 9, 1954 No. 5069 By WCW

Description: Copy of letter of May 7 by C. W. Enfield regarding institution of action against Commission because of irrigation ditch which plaintiff (W. P. Heskett) alleges was destroyed.

Acknowledged by____ Referred to Smith ✓

_ Investigate and report with recommendation
XX Such action as necessary and report
_ Comment or recommendation
_ Return with rough draft of reply
_ Prepare reply for signature of Mr.________
_ Contact correspondent and report

Remarks: Please get all data and make complete report about this.

WCW

PLEASE RETURN TO
W. C. WILLIAMS

Executed 6 8-54 Report Received__________
me

[illegible] Porter

Chief Counsel

FORM E-123 90M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 7, 19[illegible]

PLEASE RETURN TO
W. C. WILLIAMS

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box [illegible]
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box [illegible]
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
[illegible] S. W. [illegible]
Portland [illegible], Oregon

Re: Institution of action against Commission

Gentlemen:

On May [illegible], 19[illegible], the Secretary for the Highway Commission was served with a summons and complaint in the case of [illegible] v. The State of Oregon, by and through Ben R. Chandler, Charles H. Reynolds, and M. K. McIver, constituting and acting as the Oregon State Highway Commission, [illegible] Miller and [illegible] Miller. The cause of action, as alleged in the complaint, is based upon the following facts: The plaintiff claims to be the lessee of certain real property located near the Lostine River in Wallowa County, Oregon, and a short distance downstream from the relocated section of State Highway No. 82, which lies immediately west of the town of Lostine, and extends across the Lostine River. The complaint alleges that the property leased by the plaintiff was irrigated by means of an irrigation ditch which ran across the right of way of the highway to Lostine River. It is alleged that during the course of construction of the highway, which work included the construction of a high fill, the State's contractor destroyed the irrigation ditch. The plaintiff alleges that as a result of the destruction of the irrigation ditch the plaintiff's lands were cut off from water, and that as a result thereof plaintiff lost hay and pasture in a total amount of $[illegible].

The matter is presently being investigated by the Engineering Department and as soon as the complete facts are known, we will take appropriate action to defend or settle the claim.

Yours very truly,

C. W. Enfield
Chief Counsel

[illegible]
cc - W. C. Williams
R. H. Baldock
Secretary [illegible]
[illegible] Porter

FORM E-30 25M 9-51 #2318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1954

SUBJECT: W. F. Hesket
vs.
State of Oregon, et al

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Mr. Williams:

Enclosed herewith is a copy of a Complaint in the case of W. F. Hesket vs. State of Oregon, et al filed in the Circuit Court of the State of Oregon for Wallowa County to recover the sum of $435 together with costs and disbursements for damages allegedly suffered by the plaintiff as a result of activities of the State's contractor in constructing the portion of the relocated Wallowa Lake Highway immediately west of the city of Lostine.

The effect of the plaintiff's allegations is that the highway construction work dammed up and cut off the irrigation water that would have served land leased by the plaintiff and that as a result thereof this leased land became parched and dry thereby destroying the value of the plaintiff's leasehold and, by reason thereof, the plaintiff lost an excess of twelve tons of hay and pasture on such lands.

I will appreciate your having the allegations contained in this complaint carefully investigated to determine just what the true facts are and to advise us of your findings as soon as possible to the end that an appearance in this case may be intelligently made on the factual merits of the case should we be unsuccessful in quashing service or securing a dismissal of this action on legal grounds alone.

Yours very truly,

C W Enfield

C. W. ENFIELD
Chief Counsel

NOTED
W. C. WILLIAMS

CWE:el
cc - L. I. Lindas
R. L. May

MAY 10 1954

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF WALLOWA

W. F. [illegible], Plaintiff, vs. THE STATE OF OREGON, by and through Ben R. Chandler, Charles H. Reynolds, and M. R. McIver, constituting and acting as the Oregon State Highway Commission, H. J. MILLER and E. W. MILLER, Defendants.	COMPLAINT

Comes now the plaintiff and for cause of action against the defendants complains and alleges as follows:

I

That during all the times herein-mentioned, Ben R. Chandler, Charles H. Reynolds, and M. A. McIver were and are the duly acting and qualified Highway Commission of the State of Oregon, and as such have and have had control over all matters pertaining to the selection, establishment, location, construction, improvement, maintenance, operation, and administration of state highways and particularly that relocated segment of Highway 82 immediately West of the Town of Lostine, Wallowa County, Oregon, extending across the Lostine River.

II

That during all the times herein-mentioned, the defendants H. J. Miller and H. W. Miller were contractors employed by the defendant Highway Commission of the State of Oregon, engaged in relocating that segment of Highway 82, immediately West of the Town of Lostine, Wallowa County, Oregon, extending across the Lostine River, under State Highway Contract No. 3747.

III

That during the summer of 1952 and prior thereto and subsequent thereto, plaintiff was the lessee of and entitled

EDWARD E. GRANT
ATTORNEY AT LAW
ENTERPRISE, OREGON

to the possession of the following-described real property, to-wit:

> The East Half of the Northeast quarter of Section 9, Township 1 South, Range 43 East, of the Willamette Meridian, Wallowa County, Oregon.

IV

That said land was and is located a short distance down stream from said relocated section of said Highway 82, and was irrigated by an irrigation ditch running from the said Lostine River across the right of way of said relocated highway to the said lands hereinabove described and leased by plaintiff.

V

That by means of said irrigation ditch, the said lands were irrigated and produced substantial crops of hay and pasture.

VI

That on or about the 1st day of July, 1952, defendants H. J. Miller and H. W. Miller, in the course of the construction of said relocated section of Highway 82, caused a rock and dirt fill to be made, raised to a considerable elevation above the land in the area in which said irrigation ditch ran, cutting off said irrigation ditch. That upon complaint of the plaintiff, said defendants put a culvert in to restore said ditch, but immediately thereafter tore the whole ditch out.

VII

That during all the times herein-mentioned, said highway grade and road bed were constructed, owned and maintained by the defendant, Oregon State Highway Commission, and constituted a part of the state highway system of Oregon.

VIII

That by reason of the construction of said road bed and the damming and cutting off of the said irrigation ditch, and as a proximate result thereof, the said lands leased by the plaintiff were cut off from water and became parched and dry, destroying the value of plaintiff's leasehold. That plaintiff by reason thereof lost in excess of twelve tons of hay and the pasture on said lands, and defendants by their said acts herein alleged appropriated for a public use the said irrigation ditch and the plaintiff's leasehold interest in said lands to plaintiff's damage in the sum of Four Hundred Thirty-five ($435.00) Dollars.

WHEREFORE, plaintiff demands judgment against the defendants, and each of them, for the sum of Four Hundred Thirty-five ($435.00) Dollars and for his costs and disbursements herein incurred.

EDWARD E. GRANT
Attorney for Plaintiff

STATE OF OREGON)
) ss.
County of Wallowa)

I, W. F. HESKETT, being first duly sworn depose and say:

That I am the plaintiff within named, that I have read the foregoing complaint, know the contents thereof, and the same is true as I verily believe.

W. F. HESKETT

SUBSCRIBED and SWORN to before me this 23rd day of March, 1954.

EDWARD E. GRANT
Notary Public for Oregon
My Commission Expires: 1/22/58

STATE OF OREGON)
)
County of Wallowa)

I, EDWARD E. GRANT, do hereby certify that I have prepared the foregoing copy of complaint and have carefully compared the same with the original thereof; and that it is a correct copy therefrom and of the whole thereof.

Dated this 23rd day of March, 1954.

Edward E. Grant
Attorney for Plaintiff

REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
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M. K. McIVER, MEMBER
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OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

COPY

La Grande, Oregon
January 23, 1953

SUBJECT: Possible damage to
Hay Crop of W. H. Haskett
Lostine River Bridge Section
Wallowa Lake Highway

Mr. A. F. Parson
Division Engineer
La Grande, Oregon

Dear Sir:

Enclosed find sketch map showing Courtney Ditch and areas, leased by Mr. W. H. Heskett, served by this ditch.

The break in the ditch as made by Roy Daggett, Sub-contractor for H. J. & H. W. Miller, at the intersection of the ditch with the new highway under construction, at Station 112+60.

The breaking of the ditch was the fault of Mr. Daggett, who was at the time notified by myself and Mr. Evans, owner of the land, that it must be repaired so that fifteen or more acres could be irrigated.

The break was repaired and left dry for several days. Then a normal flow of water passed through an 18" C. I. Pipe layed in the break. There was no loss of water through leakage or through any fault of the State Highway Department or contractor.

The only reason for lack of water was that the water in the Lostine River fell below the flow line level of the Courtney Ditch at the inlet gate of the ditch.

Regardless of the break in the ditch, there would have been no water for irrigation due to the low level of the Lostine River.

Very truly yours,

/s/ M. A. Cameron

M. A. Cameron
Resident Engineer

MAC/pc

FORM E-30 25M 9-51 92315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Jan 20/1953
La Grande, Oregon

C
O
P
Y

SUBJECT:

To:
Mr. A. F. Parson
Division Engineer
Oregon State Highway Comm.
La Grande, Oregon

(Reference) Letter of December 29/1952 from H. B. Glaizyer, Sec. Oregon State Highway Comm. to Edward E. Grant Att. at Law, Enterprise Oregon.

On July 1/1952 (Mr. Roy Daggett Sub-Contractor for H. J. and H. W. Miller) contractor, for State Highway Contract #3747, Lostine River Bridge Section, Wallowa Lake Highway, moved grading equipment across what is known as The Courtney Irr. Ditch serving fifteen acres of land leased by Mr. W. F. Heskett from Norman K. Evans.

During the operation the Ditch then dry was broken. Mr. Evans who was at that time and for several weeks after on the premises,notified Sub-Contractor (Roy Daggett) that the ditch must be repaired, when more water was needed for Irrigation. When this time arrived Roy Daggett layed a Corr. I. Pipe in the ditch where the break was made. From that time on untill the Lostine River (Sourse of supply for the Courtney ditch) dropped below the gate supplying the ditch it carried a normal supply of water.

When there was no more water entering the ditch at its intersection with the Lostine River, Mr. Evans hired operated equipment from Mr. Daggett in an effort to raise a make shift dam in order to increase the flow of water into the ditch. The Lostine River was at such a low level at that time that the effort proved fruitless, and no charge was made for the operation by Mr. Daggett.

It is my opinion that neither Mr. Daggett or H. J. & H. W. Miller were in any way responsible for parched land caused from lack of water.

Very truly yours,

/s/ M. A. Cameron

Res. Engineer

RECEIVED
JUN 7 1954
FOR FILING

32-1-17

3949

June 4, 1954

Mr. Robert V. Chrisman
Attorney and Counselor At Law
Chrisman Office Building
Enterprise, Oregon

Dear Sir:

We are today mailing you a copy of the contract and bond furnished by H. J. Miller and H. W. Miller in connection with State Highway Contract No. 3747, which you requested in your letter dated June 3, 1954.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

mm
Enclosure-

ROBERT V. CHRISMAN
ATTORNEY AND COUNSELOR AT LAW
CHRISMAN OFFICE BUILDING
ENTERPRISE, OREGON
TELEPHONE 503

June 3, 1954

Hon. H. B. Glaisyer, Secretary
State Highway Department
Salem, Oregon

Re: State Highway contract #3747

Dear Sir:

Will you please send me a copy of the bond furnished by H. J. Miller and H. W. Miller in connection with State Highway contract No. 3747 for grading and paving of Lostine River Bridge section of Wallowa Lake Highway in Wallowa County, Oregon.

Thanking you, I am

Cordially yours,

Robert V. Chrisman

Robert V. Chrisman
Attorney for Daggett Logging Co.

RVC:sc

RECEIVED
JUN 4 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
[illegible]
3747

files

Enterprise, Oregon
June 1, 1954

To the State of Oregon
c/o Earl T. Newbry
Secretary of State
State Capitol
Salem, Oregon

Re: H. J. and Henry W. Miller - State Highway Contract #3747 - Lostine River Bridge section of Wallowa Lake Highway.

Dear Sir:

Notice is hereby given that the undersigned, Roy W. Daggett and Wilfred Daggett, partners, doing business as Daggett Logging Co. have a claim for labor, cat-dozer and carryall road work in the sum of $4500.00, balance due from H. J. and Henry W. Miller for work done under contract #3747 in the grading and paving of the Lostine River bridge section of the Wallowa Lake highway in Wallowa County, Oregon and against the bond taken from Glens Falls Indemnity Company, a corporation. We also claim interest at 6% per annum from 23 March 1954.

We gave notice of this claim to you previously but desire to give additional notice so there will be no question as to the form of the notice.

Very truly yours,

DAGGETT LOGGING CO.

By Roy W. Daggett
Co-Partner

By Wilfred Daggett
Co-Partner

NOTED
F. QUERY

✓

cc: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

cc: Glens Falls Indemnity Company
c/o Rogers Insurance Agency, Inc.
808 Title & Trust Building
Portland 4, Oregon

Claim filed with Secy of State
other office notified 4/28

RECEIVED
JUN 4 1954
OREGON
STATE HIGHWAY COMMISSION

FORM 2-126 9OM REVISED 2-53

AGENDA
MAY 11 1954

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

32-1614

2747

2-m

May 7, 1954

NOTED
H. B. GLAISYER

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box [illegible]
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box [illegible]
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
[illegible] S. W. [illegible]
Portland [illegible], Oregon

Re: Institution of action against Commission

Gentlemen:

On May [illegible], 1954, the Secretary for the Highway Commission was served with a summons and complaint in the case of [illegible] v. The State of Oregon, by and through Ben R. Chandler, Charles H. Reynolds, and M. K. McIver, constituting and acting as the Oregon State Highway Commission; [illegible] and [illegible]. The cause of action, as alleged in the complaint, is based upon the following facts: The plaintiff claims to be the lessee of certain real property located near the Lostine River in Wallowa County, Oregon, and a short distance downstream from the relocated section of State Highway No. [illegible], which lies immediately west of the Town of Lostine, and extends across the Lostine River. The complaint alleges that the property leased to the plaintiff was irrigated by means of an irrigation ditch which ran across the right of way of the highway to Lostine River. It is alleged that during the course of construction of the highway, which work included the construction of a high fill, the State's contractor destroyed the irrigation ditch. The plaintiff alleges that as a result of the destruction of the irrigation ditch the plaintiff's lands were cut off from water, and that as a result thereof plaintiff lost hay and pasture in a total amount of [illegible].

The matter is presently being investigated by the Engineering Department and as soon as the complete facts are known, we will take appropriate action to defend or settle the claim.

[illegible]
cc - R. H. Baldock
H. B. Glaisyer
Leonard Lindas
[illegible] L. Porter

Yours very truly,

C. W. Enfield
Chief Counsel

CCR

FORM E-30 25M 9-51 92218

[illegible]

747

AGENDA
MAY 1 1

2nd

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place the following matter upon the agenda for the May 11th and 12th meeting of the Highway Commission:

Report of the institution of an action by W. F. Heskett against the Highway Commission and H. J. and H. W. Miller, contractors.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh

NOTED
H. B. GLAISYER

CCR

RECEIVED
JUN 10 1954
FOR FILING

32-1314

3747

Salem, Oregon
May 6, 1954

Mr. C. W. Enfield, Chief Counsel

NOTED
H. B. GLAISYER

Dear Mr. Enfield:

Attached is a Summons in the Circuit Court of the State of Oregon for the County of Wallowa in behalf of W. F. Heskett against the Highway Commission and H. J. and H. W. Miller, pertaining to State Highway Contract No. 3747. This Summons has to do with the claim by Mr. Heskett for the loss of hay and pasture in connection with the contractor's operations.

The loss is asserted to be $435. This contract was completed December 14, 1953; accepted January 21, 1954, and final payment made to the contractor on March 23, 1954.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

FAQ:mm
Att.

RECEIVED
MAY 3 1954
FOR FILING

Lewis

[illegible]

3747

April 30, 1954

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Daggett Logging Company against H. J. and H. W. Miller on Contract No. 3747 for grading and paving on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County. The claim is for $4,500 for labor and equipment rental.

We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:jmc

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

H. J. and H. W. Miller
218 Bridge Street
Baker, Oregon

NOTED ON CARD
4-[illegible]-54

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April [illegible], 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from [illegible] Logging Co., Enterprise, Oregon, and filed as of April [illegible], a notice of claim by [illegible] Logging Co., for labor and cat-dozer and carry-all work in the sum of $2500.00 against the bond taken from Pioneers Insurance Agency, Room 508 Title & Trust Co., Portland 4, Oregon, for the work on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County, Contract No. 3747. Our File No. 3450.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By [illegible]
Clerk, Notarial Division

WF:K
Enc. 3

Awarded to H. J. and H. W. Miller

RECEIVED
APR 30 1954
OREGON
STATE HIGHWAY COMMISSION

Copies sent out 4-30-54 to
Commissioners
R. H. Baldock
W. C. Williams

NOTED ON CARD

4-23-54

ROY W. DAGGETT
Phone Joseph 381

TELEPHONE JOSEPH 381
Enterprise Shop 5R12

WILFRED R. DAGGETT
Phone Enterprise 1962

DAGGETT LOGGING COMPANY

Enterprise, Oregon
Office Phone 5R23

Rodgers Insurance Agency, Inc.
Room 808 Title & Trust Building
Portland 4, Oregon

Gentlemen:

I am writing you, as you were the Bonding Co. for H. J. and H. W. Miller for the State Highway Contract No. 3747 for grading and paving on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa Co. I was a Sub-Contractor on this job doing the dirt work for the Road.

We filed our contract with the State, as a Sub-Contractor and the State Highway Commission states they have made their Final Payment to Miller Construction Co. on March 23.

We finally were able to talk with 'The Millers' on April 7 and they paid us $1000.00 and were to pay the balance of $4500.00 by April 17, 1954. We have not seen or heard from them since April 7, so I guess there is no other way out but to file a claim with you and the State Highway Commission for the balance. If I get the money I will let you know at once.

To: Rodgers Insurance Agency, Inc.
Room 808 Title and Trust Building,
Portland, Oregon

To: State of Oregon
Secretary of State (Highway Department).
Salem, Oregon.

"Notice is here by given that the undersigned Daggett Logging Co. has a claim for Labor and Cat-Dozer and Carryall work in the sum of $4500.00 Forty-Five Hundred Dollars against the bond taken from Rodgers Insurance Agency, Room 808 Title and Trust Co. Portland 4, Oregon, for work on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County Contract No: 3747.

By Daggett Logging Co.

ROY W. DAGGETT

ENDORSED
File No. 3450
Filed April 26, 1954.
EARL T. NEWBRY, Secretary of State.

RECEIVED
[illegible] 3 1954
FOR FILING

[illegible] -1014

3747

Lewis

April 30, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens, Clerk
Notarial Division

Gentlemen:

This is to acknowledge receipt of your letter of April 28, 1954 to which was attached three copies of a claim filed with the Secretary of State by Daggett Logging Company against H. J. and H. W. Miller on State Highway Contract No. 3747. The claim is in the sum of $4,500 and bears your file No. 3450.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:jmc

NOTED ON [illegible]
4-30-54

RECEIVED
APR 2 8 1954
FOR FILING

4,500

[illegible]
27-17

April 27, 1954

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor Mills Tower
San Francisco, California

Gentlemen:

We have been advised by the [illegible]aggett Logging Company of Enterprise, that F. J. and [illegible] Miller owe them the sum of $4,500.00 for earth moving operations on Contract No. 4747 awarded to F. J. and [illegible] Miller for grading and paving the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County.

This information is provided as the Glens Falls Indemnity Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:[illegible] 4/26

cc - Rodgers Insurance Agency, Inc.
[illegible] Title & Trust Building
Portland 4, Oregon

F. J. [illegible] Miller
[illegible] Bridge Street
Baker, Oregon

NOTED ON CARD
4-27-54 S

RECEIVED
APR 28 1954
FOR FILING

Lewis

114
3747

April 27, 1954

Daggett Logging Company
Enterprise, Oregon

Gentlemen:

This is to acknowledge receipt of a carbon copy of a letter addressed to Rodgers Insurance Agency in Portland concerning your claim against H. J. and H. W. Miller on State Highway Contract No. 3747 for grading and paving the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County. This contract was completed December 14, 1953, accepted by the Commission January 21, 1954, and final payment sent to the contractor on March 23, 1954. Your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

If you wish to protect your claim for a period longer than six months following acceptance of the contract, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 4/26
Attach.

NOTED ON CARD
4-27-54

ROY W. DAGGETT
PHONE JOSEPH 381

TELEPHONE JOSEPH 381
ENTERPRISE SHOP 5R12

WILFRED R. DAGGETT
PHONE ENTERPRISE 1962

DAGGETT LOGGING COMPANY
ENTERPRISE, OREGON

OFFICE PHONE 5R23

Rodgers Insurance Agency, Inc.
Room [illegible] Title & Trust Building,
Portland 4, Oregon.

Gentlemen:

I am writing you, as you have the Bonding Co. for A.J and H. [illegible] Miller for the State Highway Contract No: 3747 for grading and paving on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa Co. I was a sub-contractor on this job doing the dirt work for the road.

We filed our contract with the State, as a Sub-Contractor and the State Highway Commission states they have made their final payment to Miller Construction Co. on March [illegible].

We finally were able to talk with 'The Millers' on April 7 and they paid us $1500.00 and were to pay the balance of [illegible] by April 17, 1954. We have not seen or heard from them since April 7, so I guess there is no other way out but to file a claim with you and the State Highway Commission for the balance. If I get the money I will let you know at once.

To: Rodgers Insurance Agency, Inc
Room [illegible] Title and Trust Building,
Portland, Oregon.

To: State of Oregon
Secretary of State (Highway Department).
Salem, Oregon.

"Notice is hereby given that the undersigned Daggett Logging Co. has a claim for labor and [illegible]-labor [illegible] in the sum of [illegible] Forty-Five Hundred Dollars against the bond taken from Rodgers Insurance Agency, Room [illegible] Title and Trust Co., Portland 4, Oregon., for work on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County Contract No: 3747

By Daggett Logging Co.

Roy W Daggett

4-20-54

RECEIVED
APR 26 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 31 1954
FOR FILING

2-1-11

3747

March 30, 1954

Mr. Roy W. Daggett
Daggett Logging Company
Enterprise, Oregon

Dear Mr. Daggett:

Your letter of March 17, 1954, directed to the Secretary of State, concerning your claim against H. J. and Henry W. Miller for services performed in connection with the Miller's Lostine River Road job has been referred to me.

I have checked the records of the State Highway Commission and I find that the job to which you refer is State Highway Contract No. 3747 for grading and paving on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County.

The successful bidder in connection with all state highway contracts is required to furnish the State Highway Commission a surety bond to guarantee satisfactory completion of the project and payment of claims arising out of the work. Such a bond was furnished by H. J. and H. W. Miller in connection with this job. It was written by the Glens Falls Indemnity Company, for whom Rodgers Insurance Agency, Inc. are local agents with offices in Room 808 Title and Trust Building, Portland 4, Oregon.

I would suggest that you file notice of your claim with the bonding company, and I would also suggest that you further protect your claim against the bond by filing a claim with the Secretary of State in conformity with the statutes covering such matters. I enclose a copy of the statutes for your ready reference. It will be appreciated if you will send the Highway Commission a copy of any claim you may file with the Secretary of State.

According to the law the claim must be filed with the Secretary of State prior to the expiration of a period of six months from the date of completion of the project and formal acceptance of the same by the State Highway Commission. Our records show this particular job was completed December 14, 1953 and was accepted by the Highway Commission on January 21, 1954.

The final warrant payable to the contractor for this work was mailed to them on March 23, 1954. It may be that the Millers have already settled with you in conformity with your agreement with them.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 23, 1954

Daggett Logging Company
Enterprise, Oregon

Gentlemen:

We have your letter of March 17 inquiring about a road job as contractor for H. J. and Henry W. Miller on the Lostine River Road. Your letter is being referred to Mr. H. B. Glaisyer, Secretary of the State Highway Commission for his attention and you undoubtedly will hear from Mr. Glaisyer within the next few days.

COPY

Yours very truly,

EARL T. NEWBRY
Secretary of State

By Harold F. Phillippe

Manager
Accounting Division

HFP:h
cc: Mr. Glaisyer ✓

LETTER TO
DATE

ROY W. DAGGETT
PHONE JOSEPH 381

TELEPHONE JOSEPH 381
ENTERPRISE SHOP 5R12

WILFRED R. DAGGETT
PHONE ENTERPRISE 1962

DAGGETT LOGGING COMPANY
ENTERPRISE, OREGON

OFFICE PHONE 5R23

March 17, 1954

Secretary of State-Earl T. Newbry
Salem, Oregon.

Dear Sir;

We worked on a road job as sub-contractors for H.J. and Henry W. Miller on the Lostine River Road job and we have not received our final settlement, as this was in 1952-1953 we would like very much to get this settled. We filed our contract with the State Highway Department, LaGrande, Oregon, when we started work.
Please inform me as to procedure as he should have his final settlement.

Yours truly,
Roy W Daggett
Roy W. Daggett.

SECRETARY OF STATE
RECEIVED
MAR 22 1954
EARL T. NEWBRY

RECEIVED
MAR 26 1954
FOR FILING

[illegible]

[illegible]

Mrs Lewis

March 23, 1954

Mr. Robert V. Chrisman
Attorney and Counselor At Law
Chrisman Office Building
Enterprise, Oregon

Dear Mr. Chrisman:

I have just received your letter of March 22 regarding payment of the final estimate to H. J. and H. W. Miller in connection with state highway contract No. 3747. In my letter to Mr. Miller under date March 8, 1954, I told him that I would consult with our Chief Counsel regarding release of this final payment notwithstanding the claim of Mr. W. F. Heskett. I did consult with the Chief Counsel, and only today have I received his version of the case. It is now his opinion that it will be satisfactory to release the entire amount of the final payment to the Millers. Accordingly, I have authorized the Auditor to mail the warrant to the Millers today.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm
cc: Mr. H. J. Miller
218 Bridge Street
Baker, Oregon

cc: Accounting Division

NOTED ON CARD
3-23-54

ROBERT V. CHRISMAN
ATTORNEY AND COUNSELOR AT LAW
CHRISMAN OFFICE BUILDING
ENTERPRISE, OREGON
TELEPHONE 503

March 22, 1954

Hon. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Re: W. F. Heskett claim arising out of work done pursuant to highway contract No. 3747.

Dear Mr. Glaisyer:

H. J. and H. W. Miller have asked me to reply to your letter to H. J. Miller of March 8 concerning the above matter.

Apparently the payment to them of $3,521.87 is being withheld because of a claim by Mr. W. F. Heskett of claimed damages in the sum of $435.00.

Your department and also Glens Falls Indemnity Company both after investigation have come to the definite conclusion that there was no liability in this matter.

However, it seems that you do not wish to pay the entire balance until this matter is settled. It has been pending without any legal action being filed since December 26, 1952.

Would it not be possible for the Highway Commission to pay H. J. and H. W. Miller the amount owing and payable to them, less a withholding of a sufficient amount to cover this claim if anything does come from it. It would seem to me that if the Highway Commission withheld $500.00 and paid $3,021.87 at this time, such would be more than sufficient to cover any judgment that Heskett might obtain should he bring a legal action in the matter as $65.00 would be more than sufficient to cover the court costs.

Please advise whether or not this would not be possible and if so please make the payment and withhold the $500.00 until this matter is determined. H. W. Miller and H. J. Miller have employed the services of my office to defend them if any action is brought against them in the premises.

Cordially yours,

Robert V. Chrisman

RVC:sc

ANSWERED
H B GLAISYER

3-22-54

RECEIVED
MAR 23 1954
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 25M 9-51 92319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 22, 1954

SUBJECT: Highway Contract No. 3747
Claim of W. F. Heskett

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

You have referred the file pertaining to the above contract to this office and inquired whether the State Highway Commission should continue to retain the sum of $435.00 from the amount due and owing the contractor in order to cover the claim of W. F. Heskett for crop damages allegedly resulting from the operations of the contractor.

Under the circumstances set forth in the file I do not believe we should continue to hold this money. It is suggested, however, that a letter be written to the bonding company on the contract setting forth a brief statement of the claim and the length of time that money has been withheld because of the claim. The bonding company should be asked whether they have any objections to release of the money to the contractor. If the bonding company indicates it has no objection, the money may be released.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L May Jr
ROBERT L. MAY, JR.
Assistant Counsel

3-22-54, gl

RLM:avh

3/23 I called Mr May's attention to my letter to
the Glens Falls Indemnity Co, dated Feb. 3, 1954
re releasing final payment; also to the company's
reply of Feb. 15, '54. Mr May stated that the company's
letter satisfied the condition and he accordingly
approved releasing the warrant immediately -

March 8, 1954

Mr. H. J. Miller
218 Bridge Street
Baker, Oregon

Dear Henry:

In our telephone conversation earlier today, you mention that you have no knowledge of the Heskett claim in the amount of $435 mentioned in my letter of March 3, and I told you I would look up the record and advise you.

In looking through the files, I find that the claim was filed for Mr. Heskett by his attorney Edward E. Grant of Enterprise, and it is alleged that because an irrigation ditch was cut off Mr. Heskett's land, the land was so parched that he lost most of his hay crop and his pasture. He figured the loss of twelve tons of hay amounting to $360 and loss of pasture at $75. I enclose a copy of Mr. Grant's letter. I also enclose a copy of the claim that was filed through the Secretary of State.

I shall discuss this claim with our Chief Counsel with the idea in mind of releasing the final payment in connection with Contract No. 3747, if possible to do so, considering that the cliam has been filed in the office of the Secretary of State as required by law.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm
Enclosures-2

P.S. I also enclose a letter written to Mr. Edward E. Grant from our Chief Counsel, Mr. Enfield. by Mr. Reeder, Assistant Attoeney.

HBG.

[illegible] ON CARD
3-8-54

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
March 3, 1954

(CONTRACT NO.)
3747

(EST. NO.)
15 final

(CONTRACTOR)
H.J. & H. W. Miller

(VOUCHER NO.)
3605

(WARRANT NO.)
R-88464

(AMOUNT)
$ 3,521.87

(DATE)
3/2/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: June 30, 1953

Time Extensions: to Dec. 14, 1953 without penalty

Completion Date: Dec. 14, 1953

Date Accepted: Jan. 21, 1954

Penalties: None of record

Claims: Mr. May, our Ass't.Counsel, authorized payment of final

Remarks:

Date: 3-23-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:
A. A. Wickslander

3-23-54

RECEIVED
MAR 1 1954
FOR FILING

33-1014
1-1

Lewis

March 3, 1954

H. J. and H. W. Miller
218 Bridge Street
Baker, Oregon

Gentlemen:

We are prepared to release final payment on Contract No. 3747 in the amount of $3,521.87. There is, however, a claim against this contract by Mr. Heskett in the amount of $435.00. We have no alternative other than to hold up final payment until we have been notified that the claim has been settled.

This information is given to you so that you may be advised concerning the matter and so that you can take whatever action is necessary.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

3-3-54

33-1014

3747

EDWARD E. GRANT
ATTORNEY AT LAW
BERLAND BUILDING
ENTERPRISE, OREGON

February 8, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Your letter of February 5, 1954 regarding the claim of W. F. Haskett against F. J. and F. W. Miller on contract no. 3747, is acknowledged.

This claim has not been satisfied nor has it been finally rejected. I have taken no further action on it, awaiting further word from the Millers.

Very truly yours,

E E Grant

NOTED
F. QUERY

EEG/fb

RECEIVED
FEB 9 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 5 - 1954
FOR FILING

[illegible] 1954

3777

February [illegible], 1954

[illegible] Miller
21[illegible] [illegible] St.
[illegible]ver, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 21, 1954, had under discussion your request for an extension of time from [illegible] to December 15, 1953 within which to complete your contract No. 3777, covering the Lostine River - Wallowa Lake Section of the Wallowa Lake Highway in Wallowa County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc: [illegible] [illegible]son,
Division Engineer

[illegible] Cameron,
Resident Engineer

[illegible] Smith,
Construction Engineer

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[illegible] - 1954
FOR FILING

[illegible]

3747

February 3, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3747 for work performed on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County was completed by the contractor, H. J. and H. [illegible]. Miller, on December 14, 1953 and was formally accepted by the Highway Commission on January 21, 1954.

Final payment in the amount of $3,521.87 will be released to the contractor on or after February 13, 1954. The total contract amount is $121,236.62 and no force account work was performed on the project.

There is a claim filed against this contract by W. F. Heskett for damages to hay crop and pasture in the amount of $435.00, of which you have been previously notified.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
2 [illegible]

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FEB 4 - 1954
FOR FILING

[illegible]

[illegible]

February 3, 1954

Mr. Edward E. Grant
Attorney at Law
Berland Bldg.
Enterprise, Oregon

Dear Sir:

Our recomds show a claim filed by you on behalf of . F. Heskett against H. J. & H. E. Miller on contract No. 3747, for grading and paving on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County. This claim is for damages to a hay crop and pasture in the sum of $435.00.

Please advise us as to whether or not this claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

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JAN 19 1954
FOR FILING

32-1214

3747

January 18, 1954

Oregon State Highway Commission

Request for extension of time
No. 12
January 21 and 22 Meeting

Gentlemen:

Herewith is a request from H. J. and H. W. Miller for an extension of time on the Lostine River Bridge of the Wallowa Lake Highway, Contract No. 3747, from June 30, 1953 to December 14, 1953.

All work on this project was completed by the specified date with the exception of some riprap work in the channel change and some finishing on the handrails on the bridge. The contractor had difficulty in securing complete personnel to do this work and was delayed accordingly.

The State insurred no inconvenience or additional expense, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP fp

Form E-1—16M

23-1014

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec 11, 1953

Section Lostine River Bridge Section

Kind of work Grading & Paving

Highway Wallowa Lake

Section prefix 32-1014

Contractor H.J.& H.W.Miller

Contract number 3747

Date of contract June 24, 1952

Date of completion June 30, 1953

Date work started July 1, 1952

Estimated date of completion Dec.15, 1953

Amount of contract $117,356.00

Per cent of time elapsed overrun %

Estimated cost of completed project, exclusive of engineering $117,356.00

Per cent of contract completed, based on total contract price 99 %

Engineering cost to date $9474.00, 100 %

Date project was completed 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Monday contractor had a Dozer working in the River.

Work on the Irrigation ditch has been completed.

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

RECEIVED

Signed

Address Enterprise Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.03				1.03
Miles partially completed					
Miles completed	1.03				1.03
Total estimated quantities	63,000				2600
Estimated quantities moved or placed to date	55,000				2980
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	1				

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants .... Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing

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SEP [illegible] 1953
FOR FILING

32-1014

3747

September 11, 1953

Balzer Machinery Company
2136 S. E. Eighth Avenue
Portland 14, Oregon

Gentlemen:

State Highway Contract No. 3747 was awarded to H. J. and H. W. Miller for grading and paving the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County. The contract has not been completed nor accepted by the Highway Commission.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Balzer Machinery Co.

2136 S. E. EIGHTH AVENUE, PORTLAND 14, OREGON • PHONE EA. 2143

• EQUIPMENT
for
CONSTRUCTION
LOGGING
INDUSTRY

Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Traylor Eng. & Mfg. Co.
Crushing Equipment
Universal Engineering Corp.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Buckets—Speedloaders
The Eimco Corporation
Rock Loading Equipment
Pacific Wire Rope Co.
Wire Rope
George Haiss Mfg. Co.
Bucket Loaders
Ohio Locomotive Crane Co
Locomotive Cranes
Vulcan Iron Works
Pile Driving Machinery
Wayne Crane Division
Rubber Mounted Shovels

R. L. BALZER
Partner
J. M. ALLEN
Manager

September 9, 1953

Oregon State Highway Commission
Salem, Oregon

3947
3947

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

In May of 1952 you awarded a contract to H. J. & H. W. Miller, Baker, Oregon, for grading and paving the Lostine River Bridge on the Wallowa Lake Highway in Wallowa County.

Will you please advise us the contract number or other correct description of this work.

Will you please also let us know if the job has been completed and accepted. If the job has been formally accepted, will you please advise us the date of such acceptance.

Thank you.

Very truly yours,

BALZER MACHINERY COMPANY

J M Allen

John M. Allen
Manager

df

queried
[illegible]

1?

FORM E-125X 25M 11-51

FOR FILING

COMMISSIONERS
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COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Feb. 27, 1953

3747

NOTED
W. C. WILLIAMS

Mr. Edward E. Grant
Attorney at Law
Berland Building
Enterprise, Oregon

Dear Mr. Grant:

Re: W. F. Heskett Claim
Arising out of Work
Done Pursuant to Highway Contract No. 3747.

Your letter to the Highway Commission, under date of December 26, 1952, with respect to certain damages you allege in behalf of your client, Mr. W. F. Heskett, has been referred to this office.

After making a careful review of the relevant facts, it is quite clear that Mr. Heskett has no legitimate quarrel with the State Highway Commission or State Highway Department regarding this matter. Assuming that your client has a legitimate claim, he should proceed against those parties responsible for the purported damages. The Highway Commission does not and can not assume any liability or responsibility for the negligence of the various contractors who are awarded roadbuilding contracts by the Commission. These contractors are independent in nature and are responsible for their own torts. They are required by the State to obtain a performance bond which guarantees satisfactory completion of the project and the payment of all just claims in connection therewith.

You may find the following information helpful in the event that you care to pursue this matter further. The contractors on the Lostine River Bridge Section of the Wallowa Lake Highway were H. J. and R. W. Miller of Baker, Oregon. The contract calling for such work is State Highway Contract No. 3747. The contractor's performance bond, which was obtained pursuant to said contract, was issued by the Glens Falls Indemnity Company through Rodgers Insurance Agency, Inc., as agents, with office in Room 803, Title & Trust Building, Portland 4, Oregon.

I suggest that you notify the above mentioned surety of your claim if you wish to pursue it further; however, after making a study of the facts involved in this matter, it is my opinion that your client suffered damages due to the low water level of the Lostine River, and not on account of the contractors' operations. At any rate, this is a matter between your client and the contractor, and I reiterate that our position is that the State is in no way liable for Mr. Heskett's damages, and certainly will not recognize the same.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

THOMAS J. REEDER
Assistant Attorney

TJR:FPC

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FEB 27 1953
FOR FILING

[illegible]-114

3747

February 26, 1953

Soule' Steel Company
2630 N. W. St. Helens Road
Portland 10, Oregon

Attention: Mr. W. T. Brownridge

Gentlemen:

Your letters of February 17 and 18 have been received concerning Contract No. 3747 to H. J. and H. W. Miller for the Lostine River Bridge and Contract No. 3682 awarded to Inland Construction Company for work on the Eagle Creek Bridge.

We have made inquiry to the Bridge Department and they advise us that on Contract No.3747 the work is about 2/3 completed and there are no final figures on the amounts of reinforcing steel used. It is anticipated that the contract will be completed by June 30, 1953.

On Contract No. 3682 the Bridge Department has provided us with the following final quantities: Reinforcing steel - 72,322 pounds; Type S-83 deck drains - 204 pounds; and Galvanized angle handrail - 4,986 pounds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

SAN FRANCISCO
LOS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5154

SOULÉ STEEL COMPANY

STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

FEBRUARY 17, 1953

3747

OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

SUBJECT: LOSTINE RIVER BRDIGE AND 2 CULVERTS
HENRY J AND HENRY W MILLER

ATTN: MR. H. B. GLAISYER

GENTLEMEN:

THE ABOVE PRIME CONTRACTOR SUB-CONTRACTED TO BECHTEL BROTHERS OF ELGIN, OREGON ON THE ABOVE JOB, WHO IN TURN. SUB-CONTRACTED TO US. BECHTEL BROTHERS ACCOUNT IS CONSIDERABLY IN ARREARS WITH US AND WE WOULD APPRECIATE KNOWING WHAT PAYMENTS YOU HAVE MADE TO DATE ON THE ITEMS OF REINFORCING STEEL.

ALSO, WE BELIEVE THAT THE INSTALLATION OF THIS REINFORCING STEEL AS BEEN COMPLETED AND WE WOULD LIKE TO HAVE YOU ADVISE US OF THE TOTAL PAY QUANTITIES OF THIS ITEM AND THE DATE OF FINAL ACCEPTANCE ON THIS JOB.

THANK YOU VERY MUCH FOR YOUR COOPERATION IN THIS MATTER.

YOURS VERY TRULY,

SOULE' STEEL COMPANY

W. T. Brownridge
W. T. BROWNRIDGE

WTB/DC

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[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
FEB 24 1953
OREGON STATE HIGHWAY COMMISSION
[illegible] DEPARTMENT

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

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FOR FILING
FORM 8-90 25M 9-51 52519

32-1014
3747

3140

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28th, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

L

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith clarifying report from Mr. Parson regarding the claim of W. F. Heskett for damage to his hay crop on the Lostine River Bridge Section.

In this letter Mr. Parson makes very clear that any claim for damage to the hay crop should be taken up with the contractor, as he was fully informed concerning the necessity for protecting the ditch.

Very truly yours,

HGSmith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

RECEIVED
JAN 29 1953

RECEIVED
JAN 28 1953
FOR FILING

32-1014

3747

Salem, Oregon
January 26, 1953

Mr. C. W. Enfield

I hand you herewith a file pertaining to a claim of Edward E. Grant, Attorney at Enterprise, on behalf of a client seeking reimbursement for alleged loss of irrigation water.

If you will read this file I believe you will find, from facts submitted, that Mr. Grant has no claim on behalf of his client from the State Highway Department, and I would appreciate your addressing a letter to Mr. Grant so advising him, if you concur that the State is not liable. Neither do I believe the contractor is liable.

Please return our file when you have finished with it.

W. C. Williams

WCW:me

Encl.

3740
[illegible]
W. F. [illegible]

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
A. F. Parson XXXXXXXX, DIVISION ENGINEER
LA GRANDE, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 26, 1953

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Mr. Smith:

Please refer to your letter of January 21, 1953 regarding the possible damage to the hay crop of Mr. W. F. Heskett, on the Lostine Section of the Wallowa Lake Highway.

A further report and sketch has been made by Mr. Cameron and is enclosed herewith.

The Courtney Ditch at the crossing of the new highway was on a high bank approximately eight feet above the old highway. The contractor did not make this cut until after the irrigation season. However, his equipment was run across the ditch to get down to his operations west of the ditch. He understood that the ditch had to be left intact until irrigation season had passed. Mr. Cameron has reported that the contractor cooperated in this respect.

It was originally planned to siphon the Courtney Ditch across the old highway, as shown in pencil on sketch. This however, was abandoned and it is now planned to cross the new highway in approximately the position that the ditch now lays.

After irrigation season had passed, the contractor excavated the cut and ditch is out of commission until we can install the pipe. Mr. Cameron is now making plans for this crossing and we will submit this plan for approval in the near future.

I presume that Mr. Heskett's attorney wrote to the highway commission because he did not know whom to contact.

At the time of the break I would say that the supposed failure was due entirely to the operations of the contractor and not to design in as much as the cutting of the ditch was postponed purposely until the irrigation season had passed.

Very truly yours,

A. F. Parson
Division Engineer

AFP:gb

COMMISSIONERS
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CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
A. F. Parson, Division Engineer
~~XXXXXXXXXXXXXXXXXXXX~~
LA GRANDE, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 23, 1953

IN REPLY PLEASE REFER TO FILE NO.

SUBJECT: Possible damage to
Hay Crop of W.H. Heckett
Lostine River Bridge Section
Wallowa Lake Highway

Mr. A. F. Parson
Division Engineer
La Grande, Oregon

Dear Sir:

Enclosed find sketch map showing Courtney Ditch and areas, leased by Mr. W. H. Heckett, served by this ditch.

The break in the ditch was made by [illegible] Daggett, Subcontractor for H.J. & W.W. Miller, at the intersection of the ditch with the new highway under construction, at Station 1126+60.

The breaking of the ditch was the fault of Mr. Daggett, who was at the time notified by myself and Mr. Evans, owner of the land, that it must be repaired so that fifteen or more acres could be irrigated.

The break was repaired and Ditch left dry for several days. Then a normal flow of water passed through an 18" C.I. Pipe layed in the break. There was no loss of water through leakage or through any fault of the State Highway Department or contractor.

The only reason for lack of water was that the water in the Lostine River fell below the flow line level of the Courtney Ditch at the intake gate of the ditch.

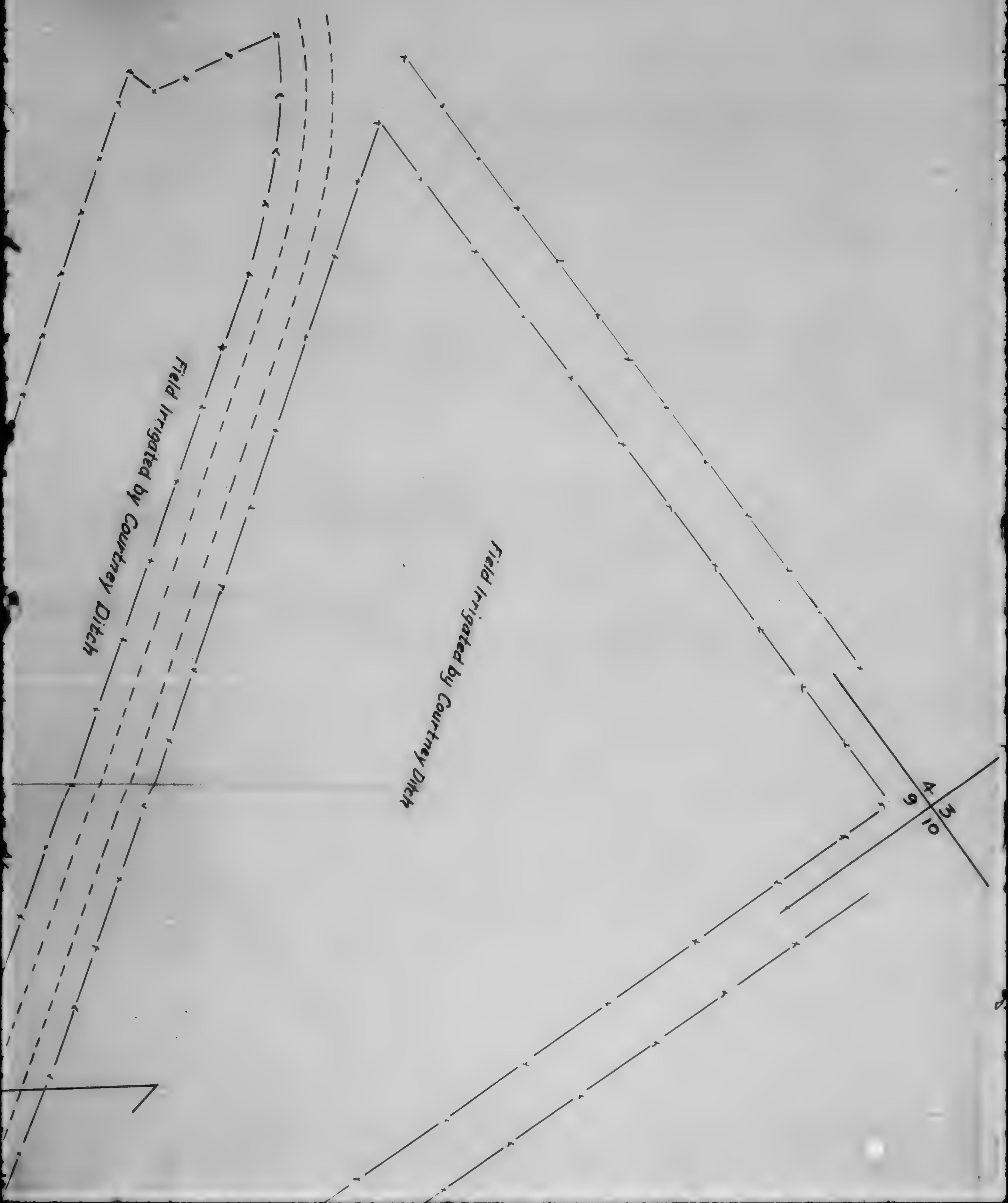
Regardless of the break in the ditch, there would have been no water for irrigation because of the low level of the Lostine River.

Very truly yours,

M.A. Cannon

M. A. Cannon
Resident Engineer

MC/pc


Field Irrigated by Courtney Ditch
Field Irrigated by Courtney Ditch
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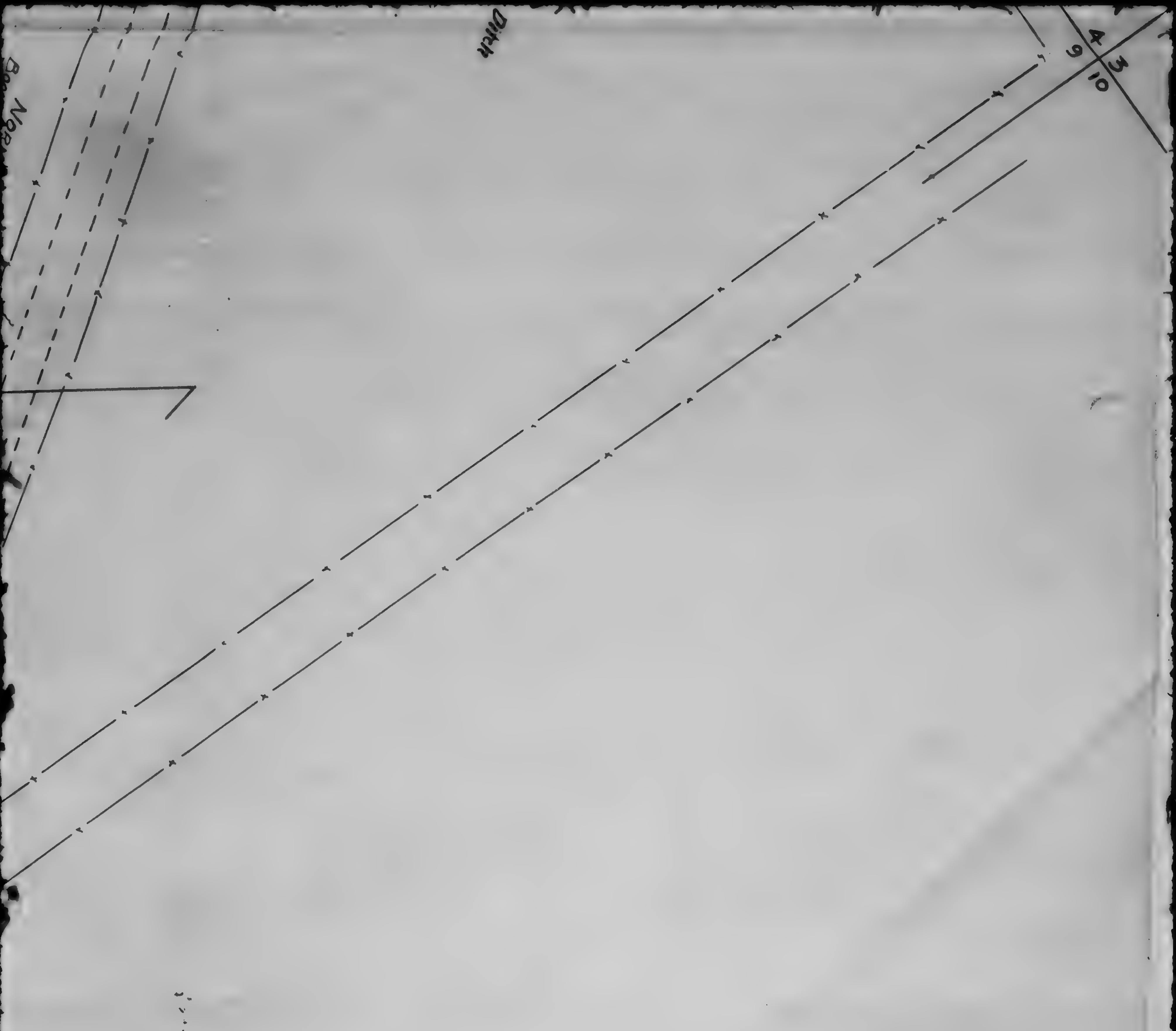
3
9
10


Ditch
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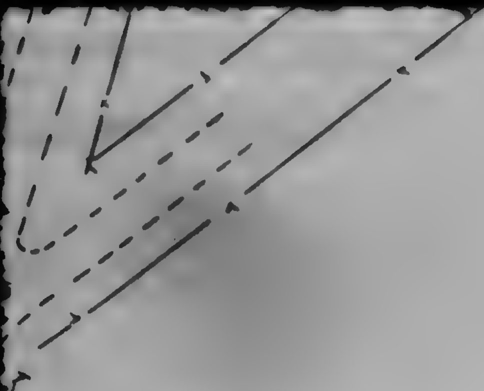
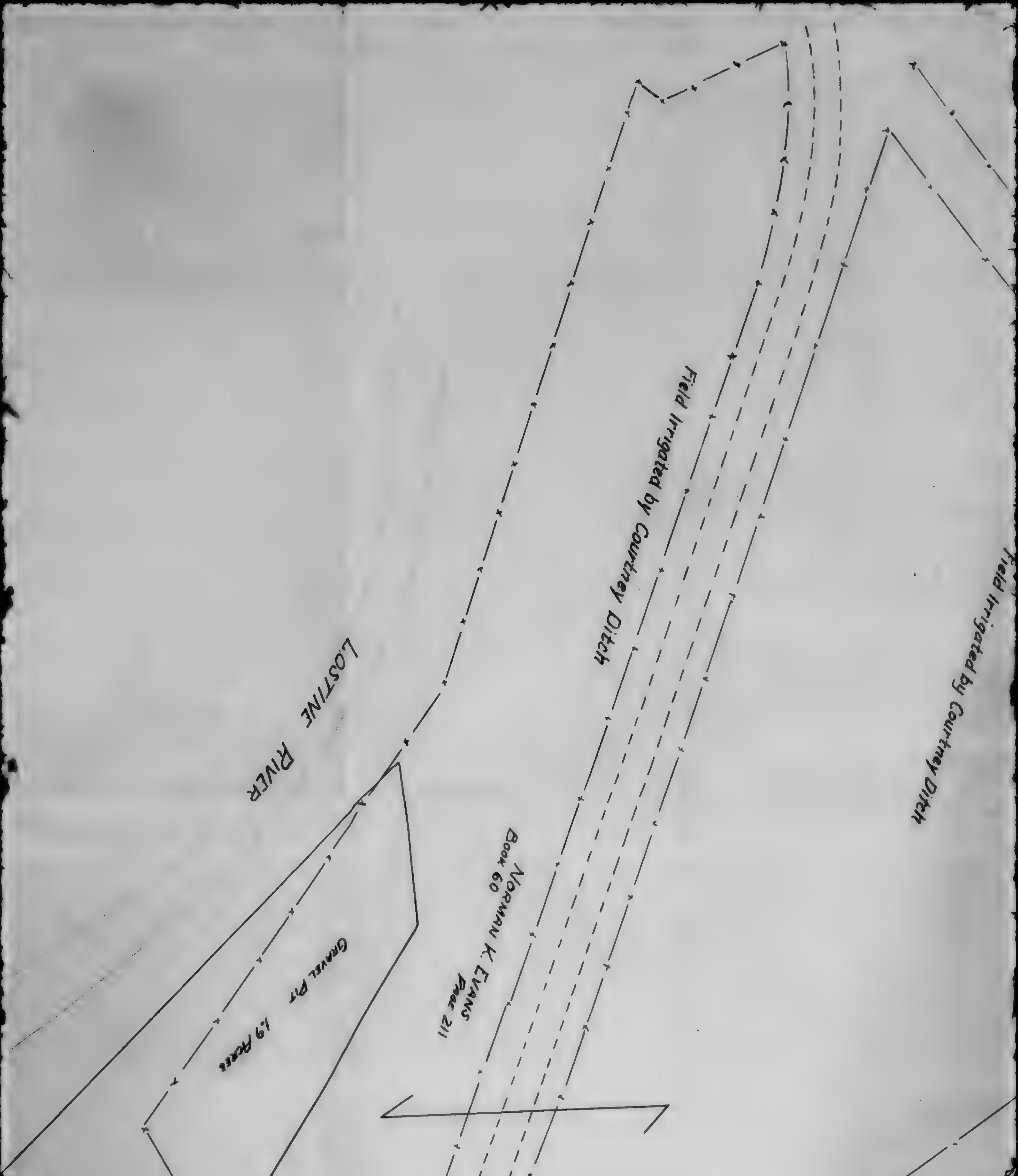
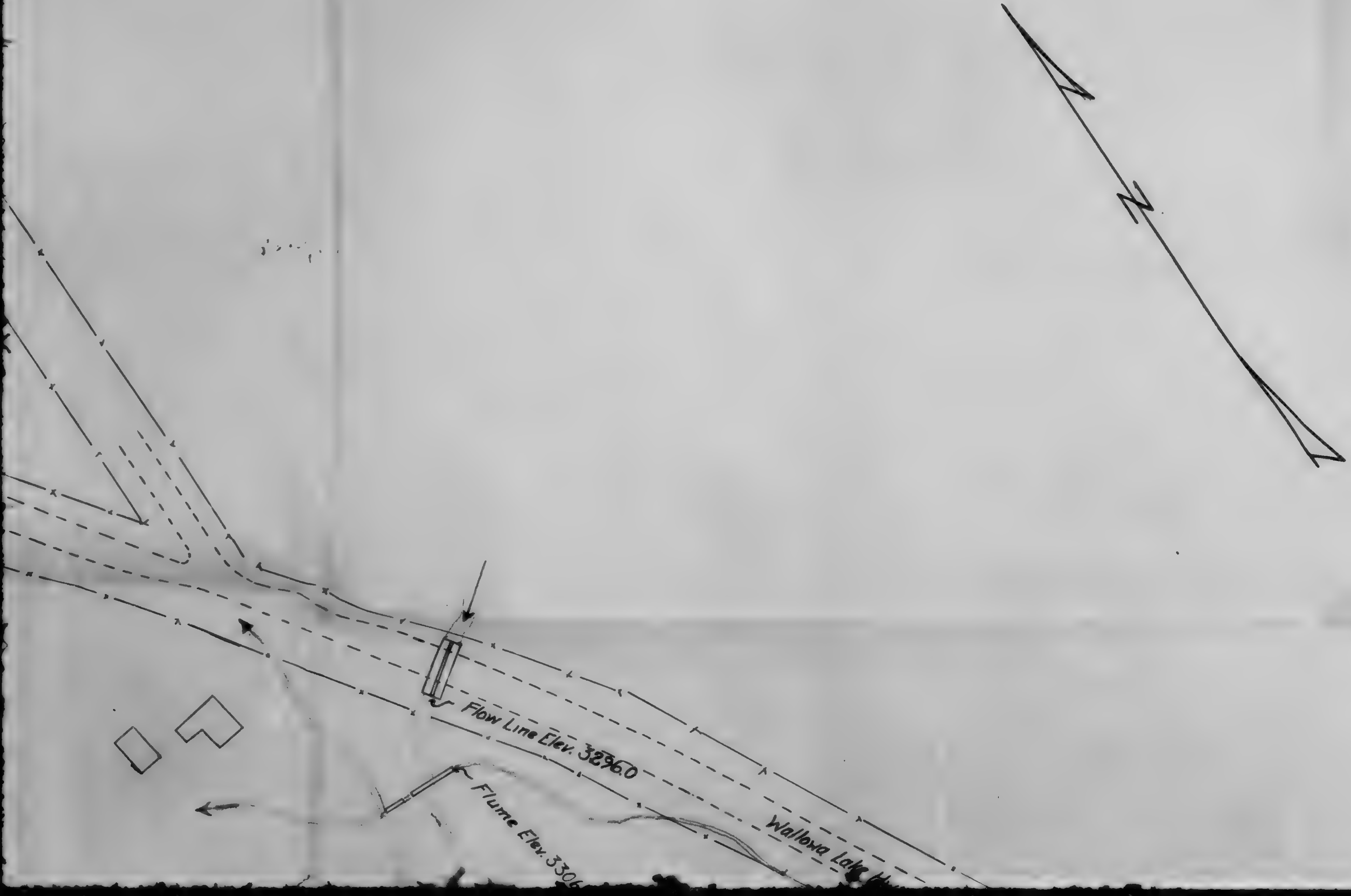
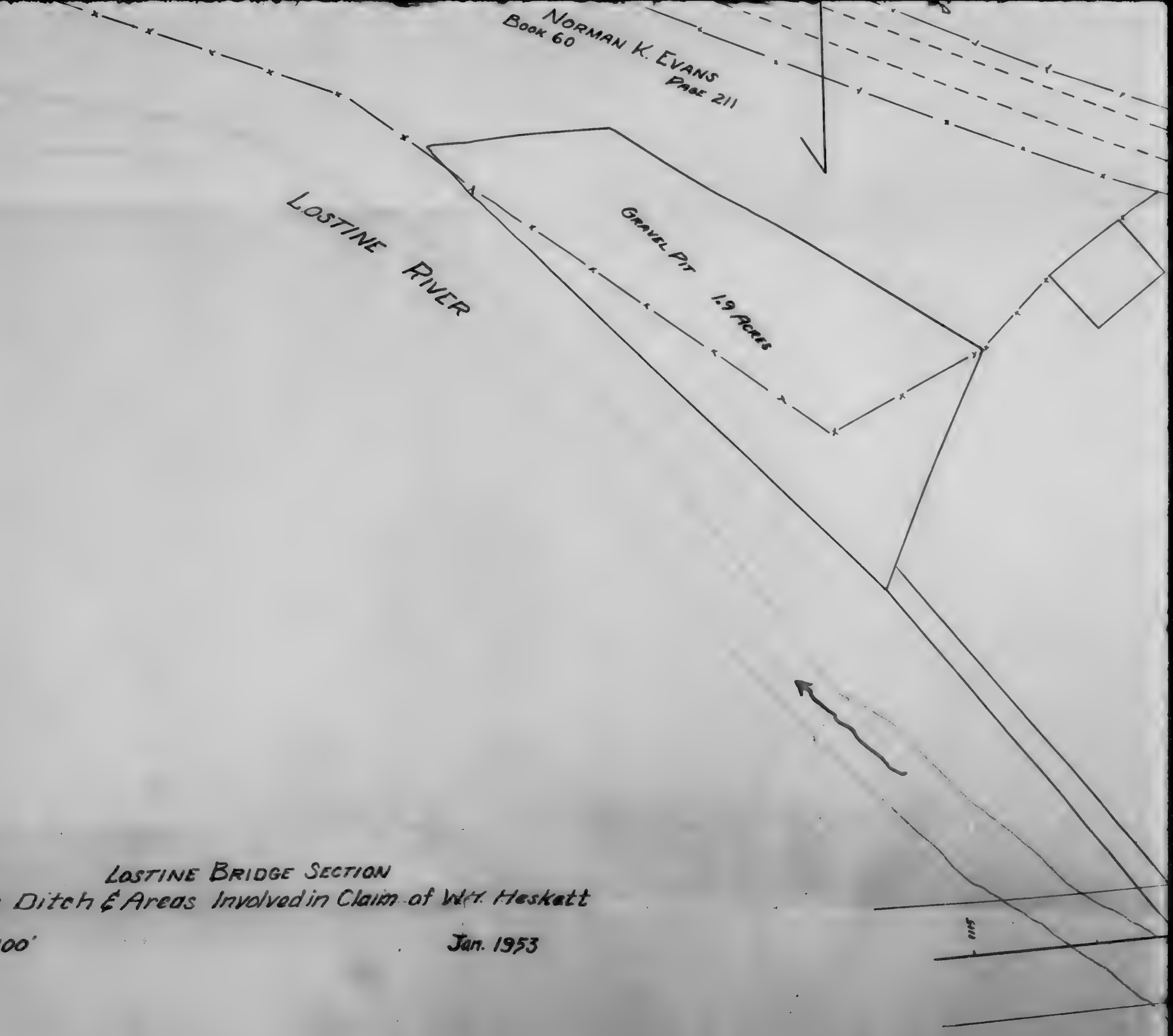



Field Irrigated by Courtney Ditch
Field Irrigated by Courtney Ditch
LOSTINE RIVER
NORMAN K. EVANS
Book 60 Page 211
GRAVEL PIT 1.9 Acres

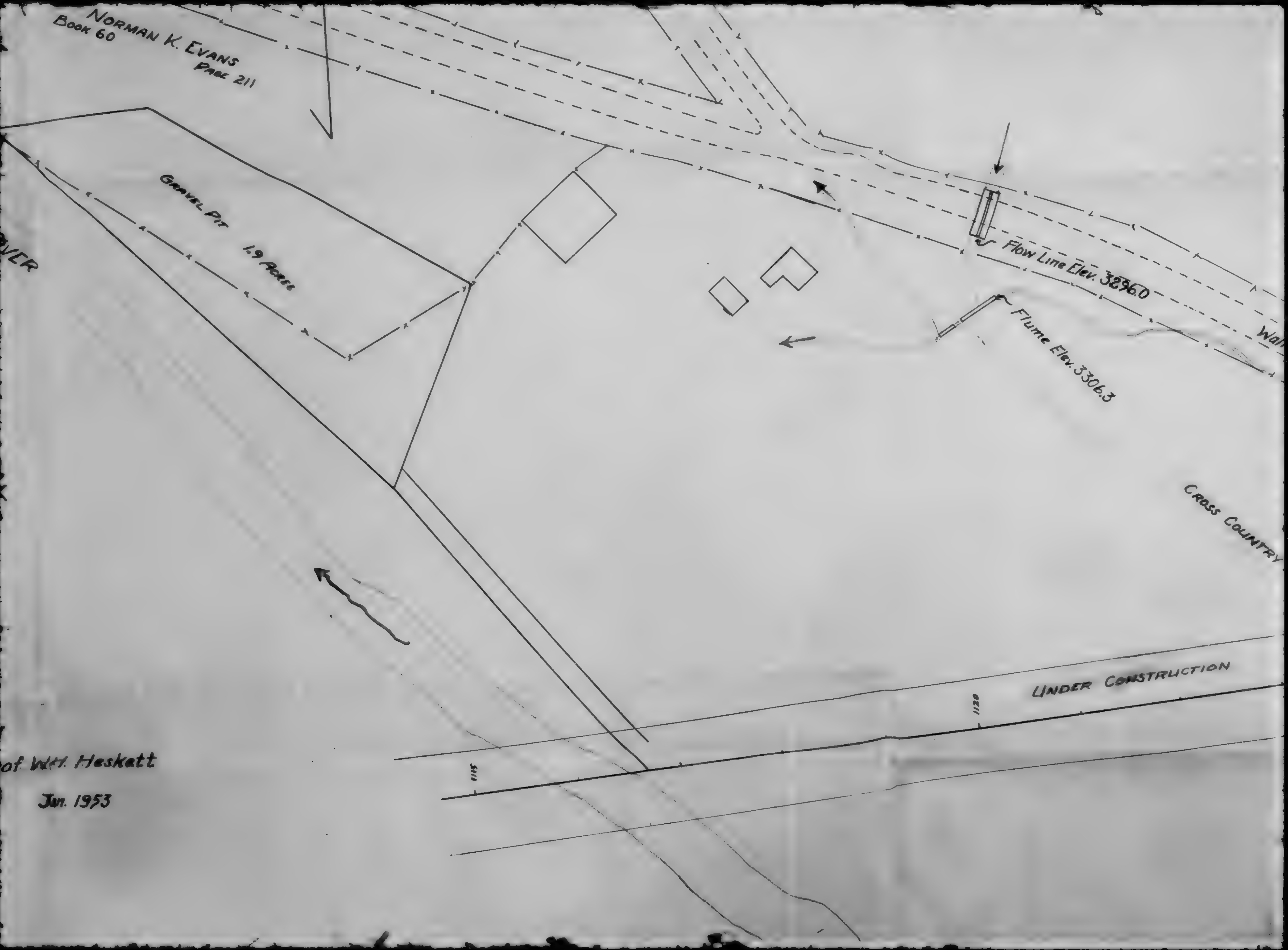

N
Flow Line Elev. 3296.0
Flume Elev. 3306
Wallowa Lake

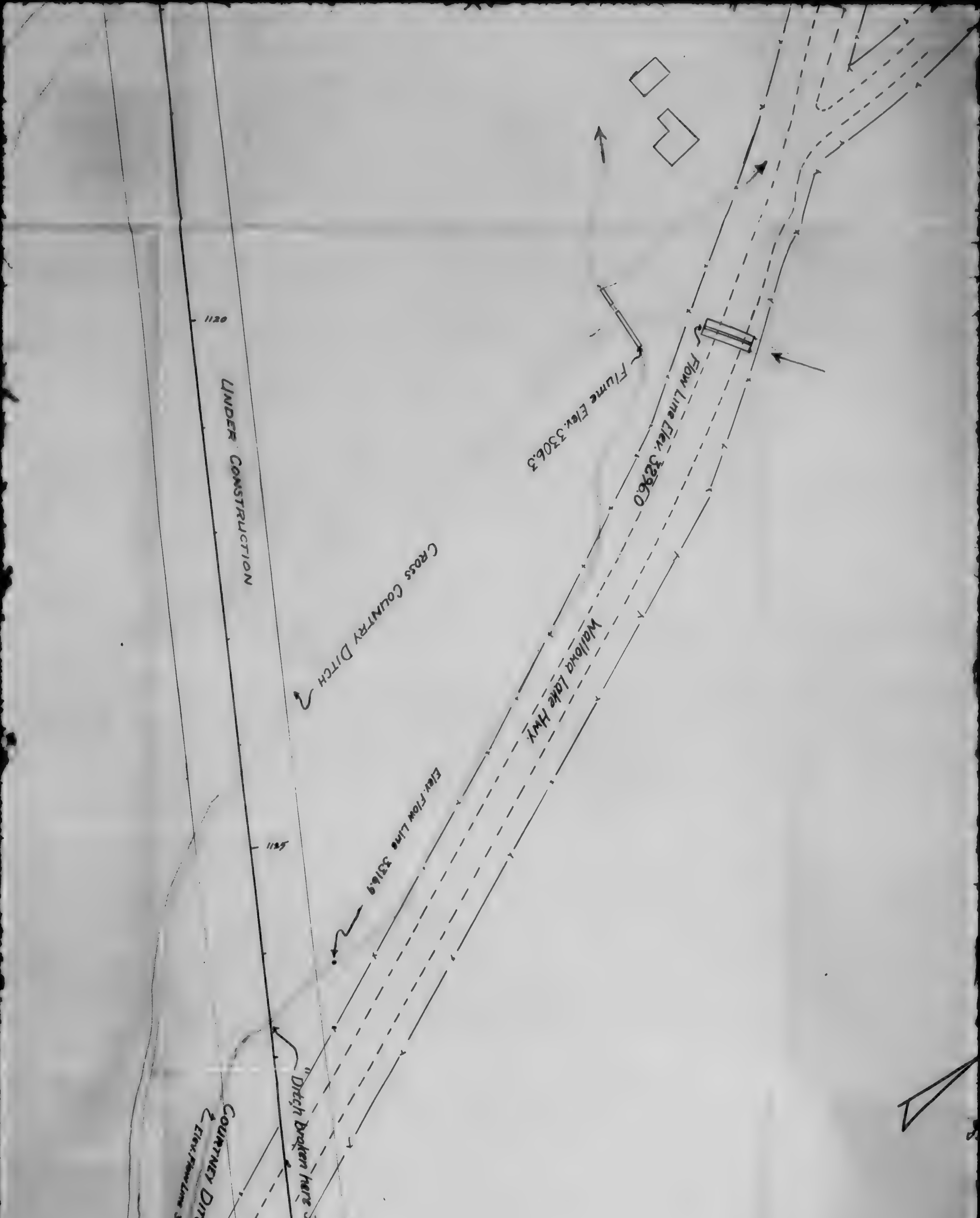


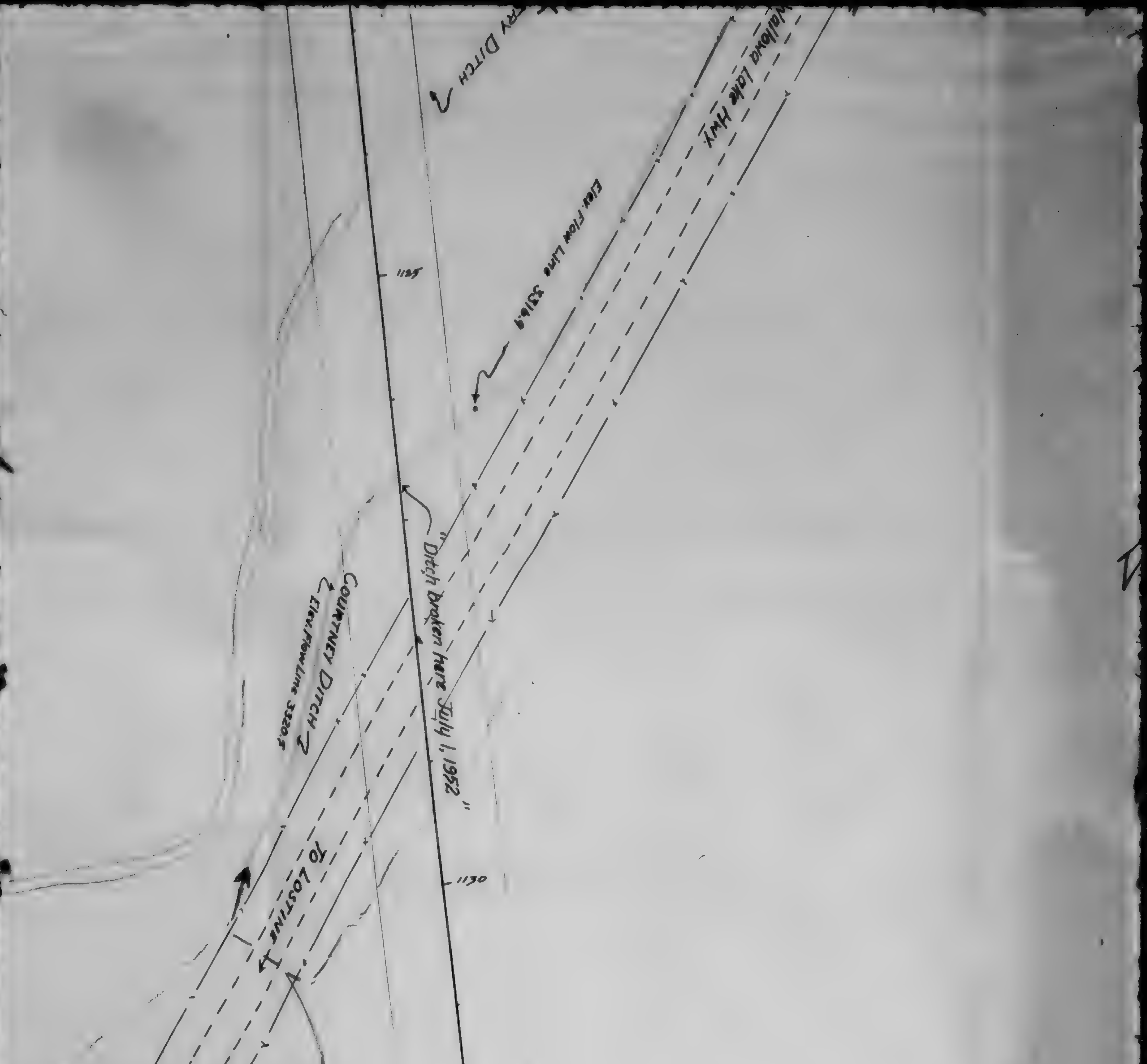
LOSTINE BRIDGE SECTION
Showing Ditch & Areas Involved in Claim of W.H. Heskett

Scale - 1" = 100'

Jan. 1953


NORMAN K. EVANS
Book 60
Page 211
VER
GRAVEL PIT
1.9 ACRES
Flow Line Elev. 3296.0
Flume Elev. 3306.3
Wal
CROSS COUNTRY
UNDER CONSTRUCTION
1120
1115
of W.H. Heskett
Jan. 1953

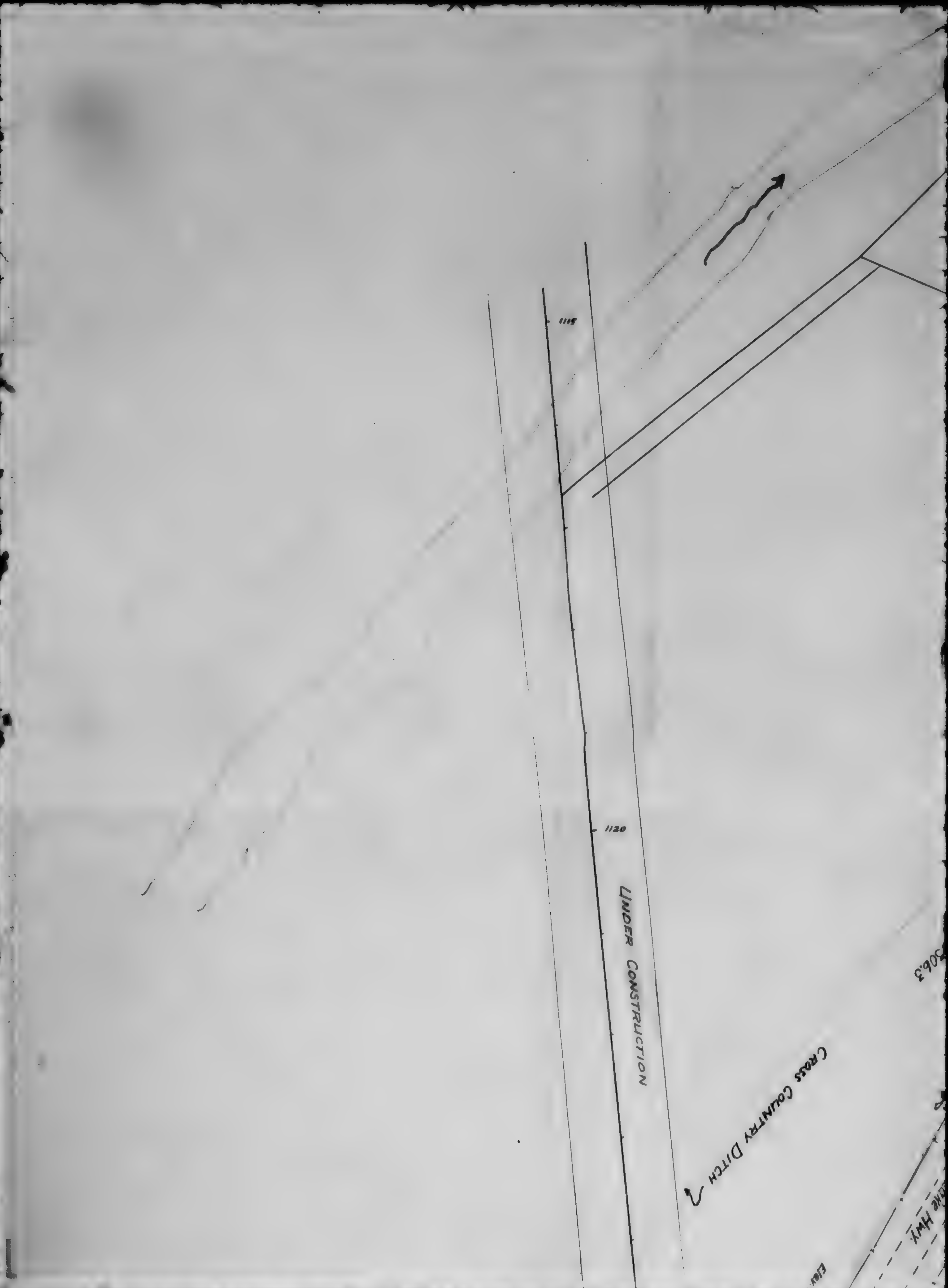

1120
UNDER CONSTRUCTION
CROSS COUNTRY DITCH
Flume Elev. 3306.3
Flow Line Elev. 3296.0
Wallowa Lake Hwy.
Elev. Flow Line 3316.9
1125
"Ditch Broken here July 1, 1952"
COURTNEY DITCH
Elev. Flow Line 3320.5


RY DITCH
Wallowa Lake Hwy
Elev. Flow Line 3316.9
1125
"Ditch broken here July 1, 1952"
COURTNEY DITCH
Elev. Flow Line 3320.5
TO LOSTINE
1130
Originally planned [illegible] highway line

LOSTINE BRIDGE SECTION
Showing Ditch & Areas Involved in Claim of W.H. Heskett

Scale - 1" = 100'

Jan. 1953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CROSS COUNTRY DITCH
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ke Hwy.
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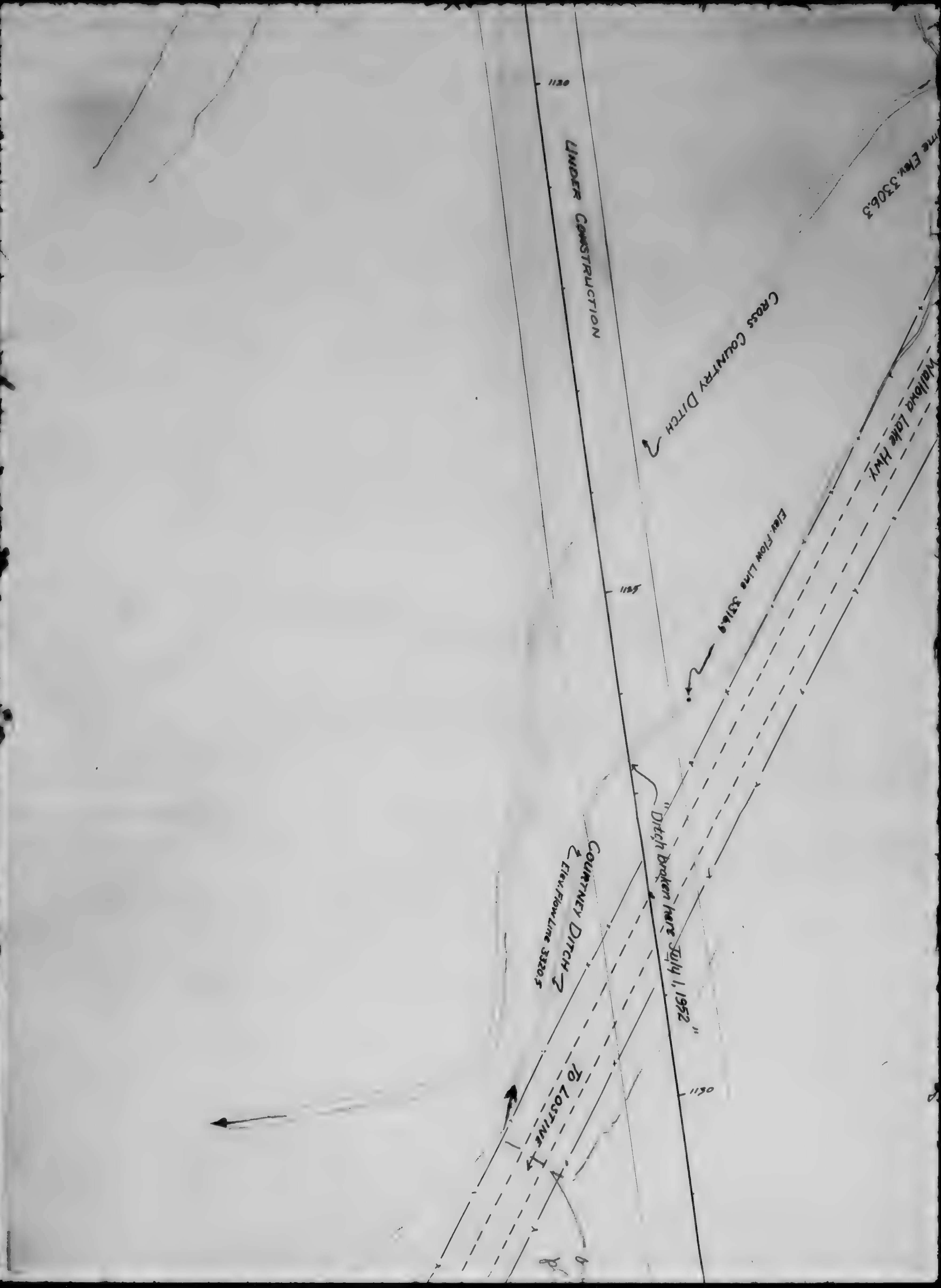
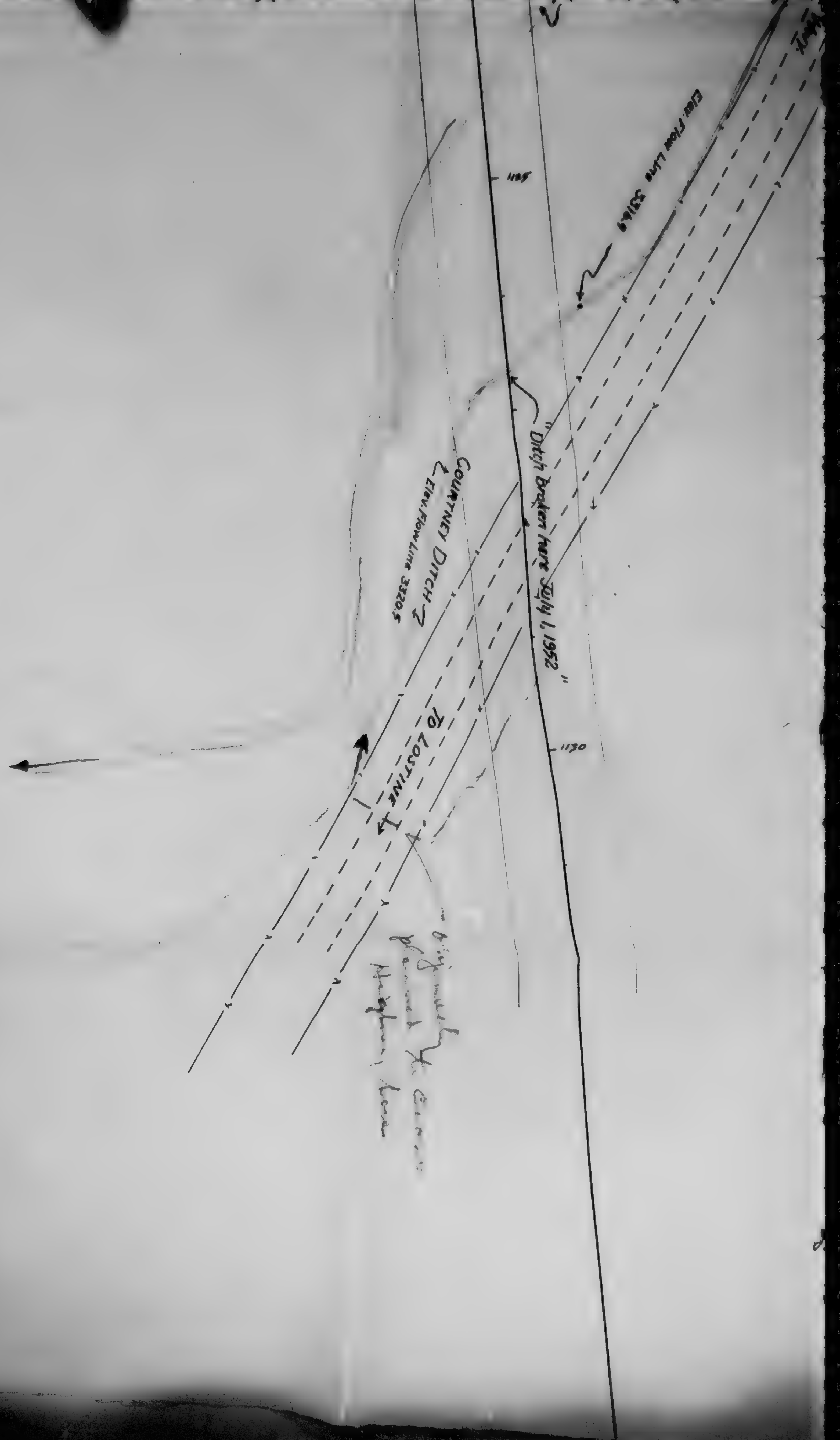
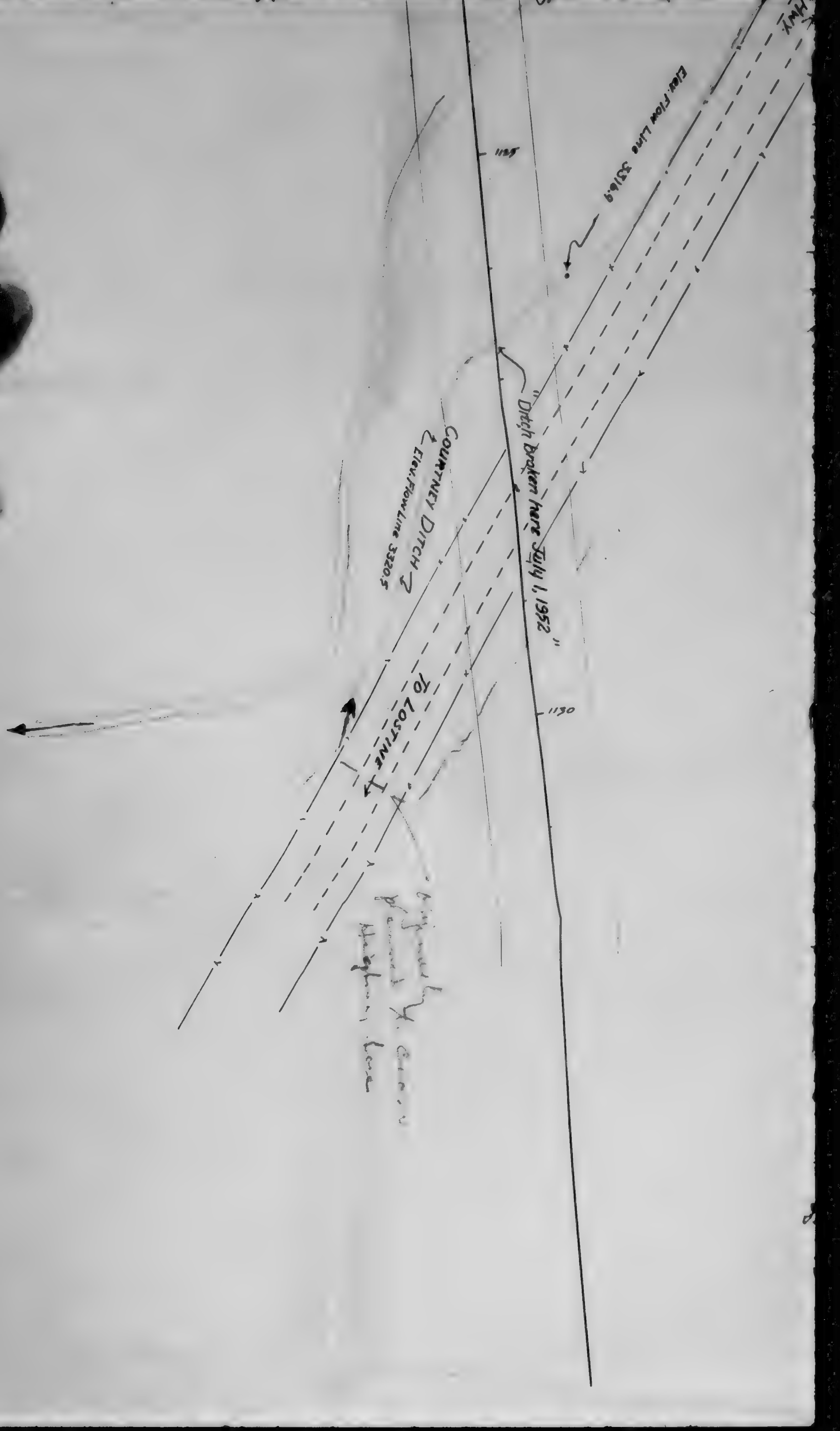

1120
UNDER CONSTRUCTION
CROSS COUNTRY DITCH
me Elev. 3306.3
Wallowa Lake Hwy.
Elev. Flow Line 3316.9
1125
"Ditch broken here July 1, 1952"
COURTNEY DITCH
Elev. Flow Line 3320.5
1130
To LOSTINE


Elev. Flow Line 3316.9
1135
"Ditch broken here July 1, 1952"
COURTNEY DITCH ℄
Elev. Flow Line 3320.5
TO LOSTINE ℄
1130
originally planned for canal Highway line

Hwy
Elev. Flow Line 3316.9
1135
"Ditch broken here July 1, 1952"
COURTNEY DITCH
℄ Elev. Flow Line 3320.5
TO LOSTINE
1130
Highway Line

FORM E-30 25M 9-51 53319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21st, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

[illegible] TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #3940, I hand you herewith letters from Messrs. Parson and Cameron regarding the letter of Edward E. Grant, Attorney at Law, Enterprise, in behalf of W. F. Heskett, for loss of irrigation water during the construction of the Lostine River Bridge Section of the Wallowa Lake Highway.

It would appear from Mr. Cameron's letter that water was supplied to Mr. Heskett as long as there was any water in the Lostine River which could be diverted into the irrigation ditch. There is nothing in the letter which in any way indicates that the lack of water was in any way due to faulty design by the Highway Department. Therefore, it would seem to be a question of fact to be argued in court or otherwise with the contractors.

Very truly yours,

H. G. Smith
R.

H. G. Smith
Construction Engineer

HGS:AR

FORM E-241X 8500 10-50

COMMISSIONERS
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M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
A. F. Parson DIVISION ENGINEER
LA GRANDE, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE NO.

January 13, 1953

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Attention: Mr. E. A. Pease

Dear Sir:

Please refer to your letter of January 13, 1953 regarding possible damage to the property of Mr. W. T. Heskett on the Lostine Section of the Wallowa Lake Highway.

Mr. Cameron has investigated and a copy of his report is attached hereto.

It would appear from this report that the contractor was not at fault.

Very truly yours,

A. F. Parson
Division Engineer

AFP:gb

RECEIVED
JAN 21 1953
OFFICE OF
CONSTRUCTION ENGINEER

FORM E-341X 2500 10-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
A. F. Person, Division Engineer
LA GRANDE, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE NO.

January 20, 1953

Mr. A. F. Person
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Reference is made to your letter of December 29, 1952 from H. B. Glaisyer, Secretary Oregon State Highway Commission, to Edward F. [illegible], Attorney at Law, Enterprise, Oregon.

On July 1, 1952 Mr. Roy Daggett, Sub-contractor for H.J. and H.W. Miller, Contractors for State Highway Contract No. 3747, Lostine River Bridge Section, Wallowa Lake Highway, moved grading equipment across what is known as "The Courtney Irrigation Ditch" serving fifteen acres of land leased by Mr. W. T. [illegible] from Norman K. Evans.

During the operation the ditch, then dry, was broken. Mr. Evans, who was at that time, and for several weeks after, on the premises, notified sub-contractor, Roy Daggett, that the ditch must be repaired, when more water was needed for irrigation. When this time arrived, Roy Daggett layed a Corr. I. Pipe in the ditch where the break was made. From that time on, until the Lostine River, source of supply for the Courtney Ditch, dropped below the gate supplying the ditch, it carried a normal supply of water.

When there was no more water entering the ditch at its intersection with the Lostine River, Mr. Evans hired operated equipment from Mr. Daggett in an effort to raise a make-shift dam in order to increase the flow of water into the ditch. The Lostine River was at such a low level, at that time, that the effort proved fruitless. Therefore, Mr. Daggett made no charge for the operation.

It is my opinion that neither Mr. Daggett or H.J. & H.W. Miller were in any way responsible for parched land caused by lack of water.

W.A. Cameron

RECEIVED
JAN 1[illegible] 1953
FOR FILING

32-1614

3747

December 29, 1952

Mr. Edward E. Grant
Attorney at Law
Berland Building
Enterprise, Oregon

Dear Mr. Grant;

Your letter of December 26, 1952 concerning the claim of Mr. W. F. Heskett against the contractor who is constructing a new section of State Highway near Lostine has just been received.

From the information that you have given, we are unable to definitely determine the contractor to whom you refer, but it may be H. J. and H. W. Miller, Baker, Oregon who are grading and paving the Lostine River Bridge Section of the Wallowa Lake Highway.

The following information is pertinent to that work: The contract is designated as State Highway Contract No. 3747 in the Highway Commission records. The description of the job is as stated above. The contractor was required to furnish the State a contract bond to guarantee satisfactory completion of the project and the payment of claims arising out of the job. This bond was written by Glens Falls Indemnity Company with Rodgers Insurance Agency, Inc., as agents with offices in room 803 Title & Trust Building, Portland 4, Oregon.

In the event that the contractor to which you refer is the one described above, I suggest that you bring your claim to the attention of the assurety on the contract bond. I would also suggest that notice of the claim be filed in the office of the Secretary of State in conformity with the previsions of the statutes covering such matters. You undoubtedly are familiar with the law, but for your ready reference I enclose excerpts therefrom.

Should it prove that the H. J. and H. W. Miller contract is not the one concerned, then please write us again giving more details.

I am bringing your letter also to the attention of the State Highway Engineer, Mr. R. H. Baldock, for such investigation and action as he may deem necessary under the circumstances.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

NOTED ON CARD

HBG:al
encl.
cc: R. H. Baldock
F. A. Query

No. 3940
By [illegible]

ASSIGNMENT

Date: **January 12, 1953**

Description: **Copy of letter of December 26 by E. E. Grant, Attorney at Law, and copy of Mr. Glaisyer's reply of December 29; concerning claim of Mr. W. F. Heskett against contractor who is constructing new section of state highway near Lostine**

Acknowledged by _____ Referred to ___Smith ✓__________

xxx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed [illegible] Report received ________

Remarks:

EDWARD E. GRANT
ATTORNEY AT LAW
BERLAND BUILDING
ENTERPRISE, OREGON

December 26, 1952

State Highway Commission,
Salem, Oregon.

Gentlemen:

During the course of construction of a new section of State Highway 82 near Lostine, Wallowa County, Oregon, the contractor cut through and destroyed an irrigation ditch serving, among other lands, the east half of the northeast quarter of Section 8, Township 1 South, Range 43 E. W. M.

This land is leased by Mr. [illegible] Heskett, on whose behalf I am writing this letter. As a consequence of this irrigation ditch being cut off, the land was parched and Mr. Heskett lost most of his hay crop, which would have run not less than 25 tons, and his pasture. He conservatively figures his loss on hay to have been 18 tons, or $360.00, and his loss on pasture at $75.00.

At the time this ditch was destroyed, Mr. Heskett protested to the contractor, without avail. Moreover, as he is a relatively small operator, this loss to him is quite serious.

It will be appreciated if you can give this matter your prompt attention. Mr. Heskett and I will be happy to provide whatever proofs you may deem fit.

Very truly yours,

E E Grant

[illegible]/ew

H. B. GLAISYER

RECEIVED
DEC 29 1952
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Mr Lewis
BY SECRETARY
note on card

RECEIVED
FOR FILING

32-1014

3747

Lewis

January 15, 1953

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by W. F. Heskett against H. J. and H. W. Miller in the sum of $435.00. This claim is for the loss of hay and pasture by reason of alleged damage to an irrigation ditch by the contractor on State Highway Contract No. 3747 for grading and paving the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County.

We furnish this information as the Glens Falls Indemnity Company appears as surety on the performance bond furnished with Contract No. 3747.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Rodgers Insurance Agency, Inc.
803 Title and Trust Building
Portland 4, Oregon

H. J. & H. W. Miller
218 Bridge Street
Baker, Oregon

NOTED ON CARD

TO: OREGON STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned, W. F. Heskett, has a claim for the loss of twelve (12) tons of hay and the loss of pasture resulting from the cutting off and obstruction of an irrigation ditch in the course of highway construction, said loss being in the sum of Three Hundred Sixty ($360.00) Dollars for hay crop burned and destroyed for lack of water and in the sum of Seventy-five ($75.00) Dollars for loss of pasture for lack of water, making a total of Four Hundred Thirty-five ($435.00) Dollars, against the bond taken from R. J. Miller and R. W. Miller, as principals, and Glens Falls Indemnity Company, as surety, for the work of grading and paving the Lostine River Bridge Section of the Wallowa Lake Highway (Oregon State Highway #82) under State Highway Contract No. 3747.

Dated at Enterprise, Oregon, this 9th day of January, 1953.

W. F. HESKETT

RECEIVED
File No. 3375
Filed January 12, 1953
EARL T. NEWBRY, Secretary of State

RECEIVED
1953
FOR FILING

32-1014

3747

January 15, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

This is to acknowledge receipt of your letter of January 12 to which was attached three copies of a claim filed with your office by W. F. Heskett against H. J. and H. W. Miller in the sum of $435.00 for loss of hay and pasture in connection with the Millers' operations on State Highway Contract No. 3747, your file No. 3385.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 14, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Edward B. Grant, Attorney, Enterprise, and filed as of this date a notice of claim by W. F. Heskett, for loss of property in the sum of $435.00 against the bond taken from H. J. Miller and A. W. Miller, Principals, and Glen Falls Indemnity Company, Surety, for the work of grading and paving the Lostine River Bridge Section of the Wallowa Lake Highway, State Highway Contract No. 3747, our file No. 3385.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk
Records Division

[illegible]

RECEIVED

FILED ON CARD

RECEIVED
JUL 21 1952
FOR FILING

32 -

37-[illegible]

July 17, 1952

H. J. & H. W. Miller
218 Bridge St.
Baker, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3747, which was awarded to you on June 24, 1952 by the State Highway Commission, for grading and paving on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 7/17

RECEIVED
AUG 7 1952
FOR FILING

AGENDA
JUL 10 1952

June 25, 1952

H. J. and H. W. Miller
218 Bridge Street
Baker, Oregon

Gentlemen:

The State Highway Commission on May 26, 1952, accepted your proposal for grading and paving and construction of a reinforced concrete bridge on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County, for the sum of $117,356, and awarded contract No. 3747 to you subject to clearance of right of way matters. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of yesterday.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - W. M. Franswa
M. O. Smith
S. H. Probert
G. S. Paxson
Goldie Lewis

SYC

C SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COPY TO: Files

Salem, Oregon
June 24, 1952
4:40 p.m.

H. J. and H. W. Miller
218 Bridge Street
Baker, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Lostine River Bridge Paving Project in Wallowa County for which you submitted low bid on May 26, 1952. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

FORM E-30 25M 1-52 95419

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 24, 1952

SUBJECT: Lostine Bridge Section
Wallowa Lake Highway

To:

W. C. Williams
Ass't. State Highway Engineer
OFFICE

Following up our telephone conversation as of today this is to advise that the condemnation complaints covering the right of way necessary for this section will be in the mail today.

As far as this department is concerned the contract may be awarded as of June 25th.

FORREST COOPER
Right of Way Engineer

By: R. L. Porter
R. L. Porter
Ass't. Right of Way Engineer

NOTED
W. C. WILLIAMS

RLP:rmw

RECEIVED
FOR FILING

[illegible]

3747

June 19, 1952

REGISTERED MAIL

H. J. and H. W. Miller
218 Bridge Street
Baker, Oregon

Gentlemen:

Your Contract No. 3747 for the ~~Enterprise~~ (River Street) Grading and Paving Project in Wallowa County has been received in this office fully executed.

We are, therefore, returning your certified check No. 1535 drawn on The First National Bank of Baker in the amount of $5,868.00 which you submitted with your proposal on May 27, 1952.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - Accounting Division

RECEIVED
JUN 3 1952
FOR FILING

52- [illegible]

2791

May 29, 1952

H. J. and H. W. Miller
218 Bridge Street
Baker, Oregon

Gentlemen:

The State Highway Commission has accepted the bid in the amount of $117,356.00 for the grading, paving and bridge construction project on the Lostine River Bridge Section of the Wallowa Lake Highway in Wallowa County submitted by you on Monday, May 26, 1952. Yours was the low bid received for this project and the Commission has awarded the contract to you subject to clearance of right of way matters.

The Engineer was authorized and instructed to prepare contract forms for execution by you when the right of way matters have been clarified.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

[illegible]

[illegible]

April 8, 1952

County Court of Wallowa County
Court House
Enterprise, Oregon

Gentlemen:

This note is simply to inform you that the State Highway Commission at its last meeting authorized an expenditure of approximately $135,000 of State highway funds to finance improvement of the Lostine Bridge Section of the Wallowa Lake Highway. This is the section which extends westerly from the City of Lostine and the improvement consists of realignment to eliminate the sharp curvature at Wallowa Bridge, where a number of serious accidents have occured.

Thought you would like to have this information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
cc: Father Kennedy
St. Marys Academy Rectory
Enterprise, Oregon

IVED
FOR FILING
22-1011
[illegible]

August 31, 1951

Mr. Charles H. Reynolds
State Highway Commissioner
Post Office Box 898
La Grande, Oregon

Dear Sir:

Some time ago you asked me about the Lostine survey. Please advise that it is complete in the field and the division office and should be sent in here before too long.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:bl

FOR FILING

32-14

247

4-0-4
4-12-51

May 1, 1951

Verne H. Russell, Roadmaster
County of Wallowa
Enterprise, Oregon

Dear Mr. Russell:

On April 12, 1951, the Commission considered your letter of March 22nd and Father Kennedy's letter of March 19, requesting improvement of the Wallowa Lake Highway in the vicinity of Wallowa River Bridge approximately a mile northwest of Lostine.

In considering this matter, the Commission had the benefit of a report submitted by the State Highway Engineer. The report disclosed that the bridge across the Wallowa River has a width of 16 feet, nine inches between felloe guards and is situated between two reverse curves. There are many similar structures on our Highway System and they are being eliminated as rapidly as possible.

As the present alignment in this location is not ideal, the Engineer recommended that the Commission grant him authority to conduct a survey to determine the final location of the road and bridge at this point. I am pleased to inform you that the Commission authorized the Engineer to make the survey but should also advise you that the authorization to conduct the survey does not carry any definite commitment for construction.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/FAQ:md

cc - Father Kennedy
St. Mary's Rectory
Enterprise, Oregon

1951

FOR FILING

3147

April 9, 1951

Oregon State Highway Commission

Gentlemen:

I attach hereto a copy of a letter addressed to the Commission by Verne H. Russell, Roadmaster of Wallowa County, requesting improvement of State Highway No. 82 (Wallowa Lake Highway) in the vicinity of the Wallowa River crossing approximately a mile northwest of Lostine. The Roadmaster also submitted a letter written by the Reverend Father Kennedy of St. Mary's Parish, Enterprise, telling of an accident he has had at this location, in which his car was damaged to the extent of over $800.

This is a hazardous location, as the bridge is between two reverse curves and has a width of but 16'7" between felloe guards. It is an old county bridge which was taken over when this section of county road became a part of the Wallowa Lake Highway in the early 1920's.

We have many similar structures on our highway system and are attempting to eliminate them as rapidly as possible. In this particular instance I believe that you should consider the early replacement of this structure. To this end, it is suggested that you give authority to make the survey to find out where the final location of this road should be at this point.

The matter will be on the next agenda for your consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me RHB:hi
cc Mr. W. C. Williams
Mr. G. S. Paxson

COUNTY OF WALLOWA

STATE OF OREGON

Enterprise

GEORGE JUSTICE
County Roadmaster

[illegible], 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Some time ago the Rev. Father [illegible] of St. Mary's Parish had an accident on the bridge on the State Highway North of the town of Lostine in Wallowa County.

A lot of pressure has been brought to bear upon the County Court of this County to contact the Highway Commission and request that this condition be rectified. It was also brought to our attention that there had been several serious mishaps on this same bridge prior to this last one.

Due to the above request from the people of this County, we are asking that immediate attention be given to the improvement of this section of State Highway No. 12.

Enc: 1

Very truly yours,

Verne R Russell

Verne R. Russell
Roadmaster

Width of Bridge 16'-4"

Saint Mary's Rectory
Enterprise, Oregon

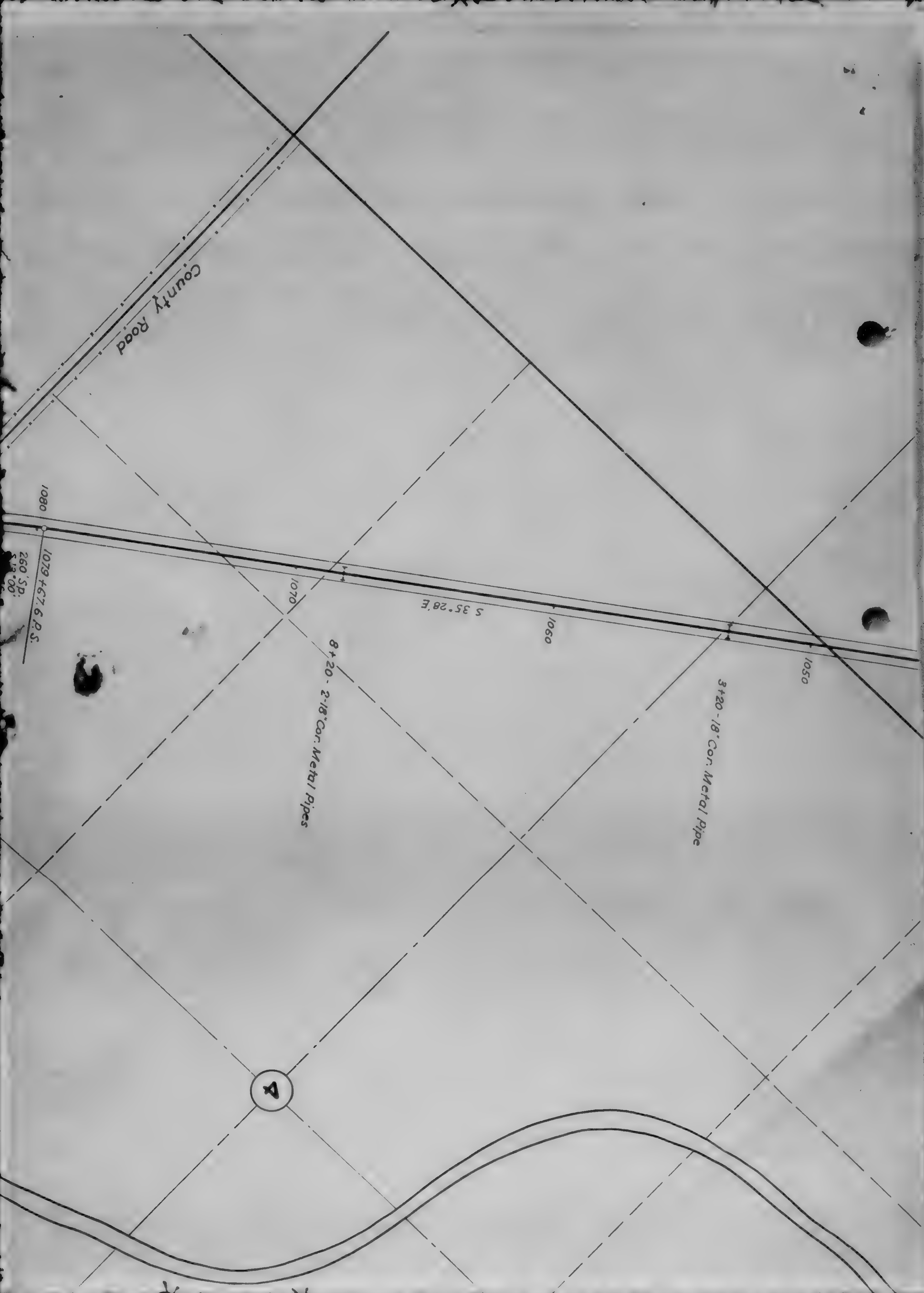
March 19, 1951.

J. L. Staggs, County Judge,
Enterprise, Oregon.

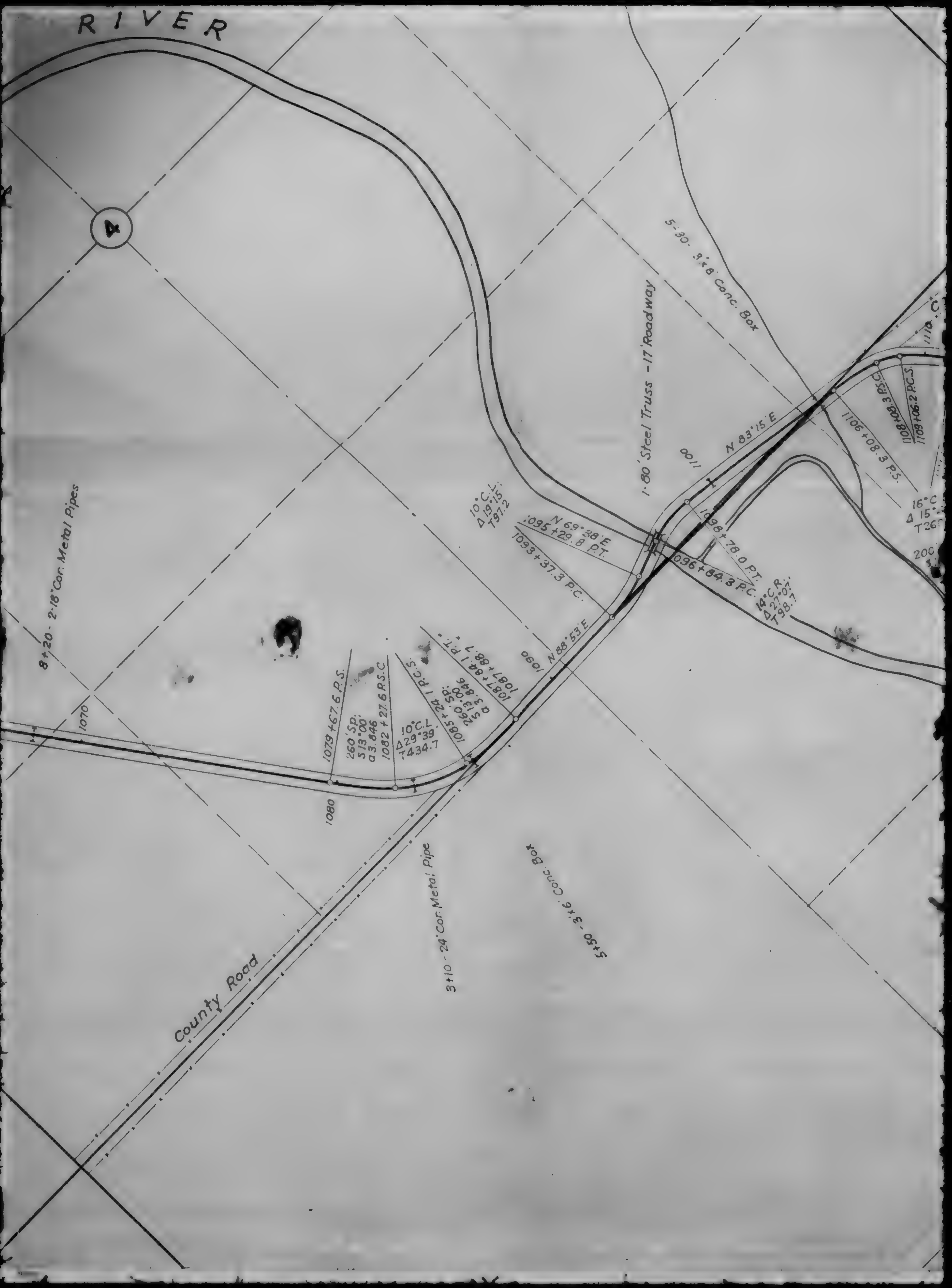
Dear Sir:

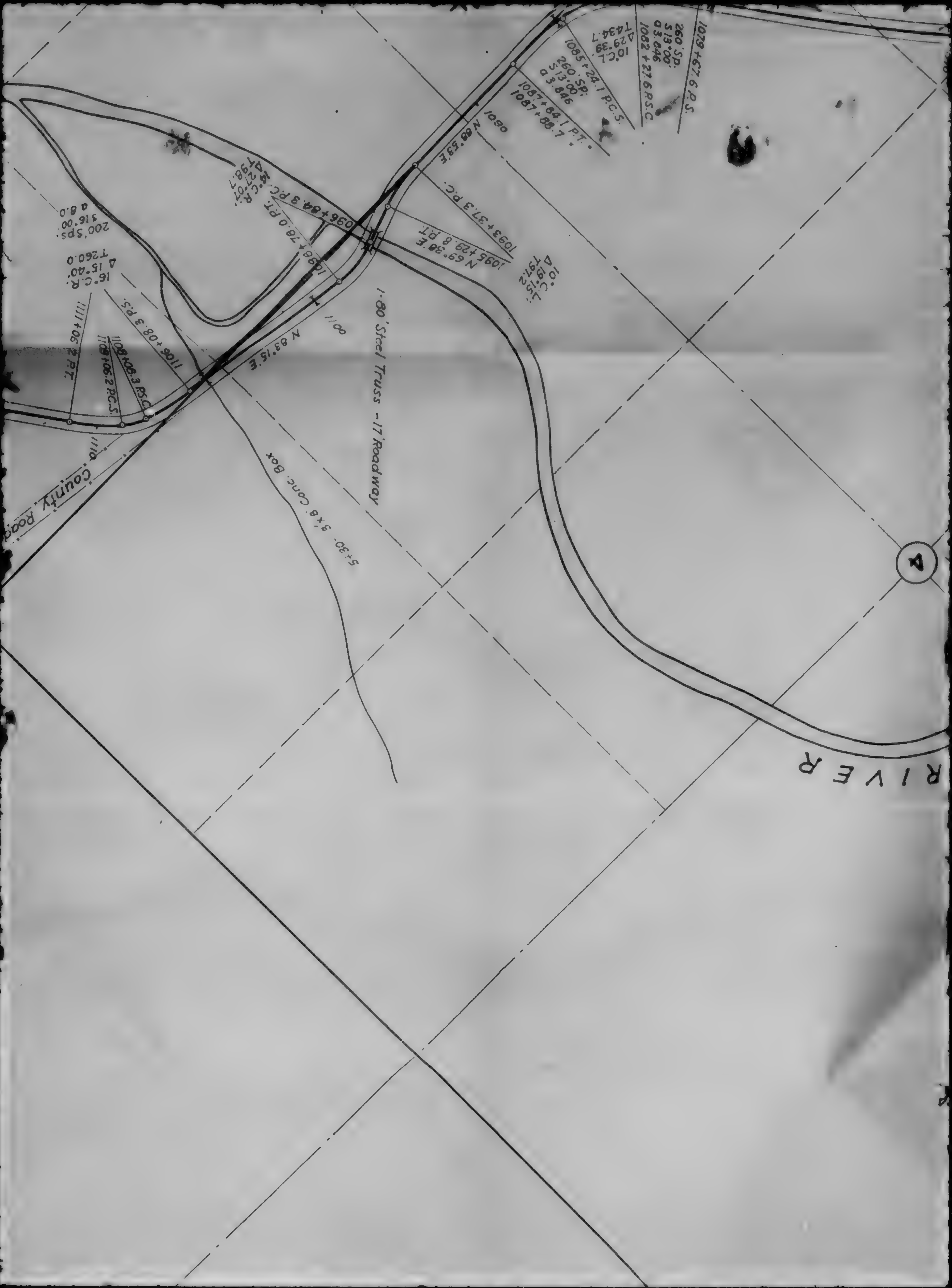
The enclosed is a letter I received from Charley Reynolds at LaGrande. I called at your office and tried to get you on the phone but you were out, so I am sending you Commissioner Reynolds letter with the kindly suggestion that you get in touch with the Highway Commission at Salem. You probably heard of my car accident recently on that bad reverse curve after crossing the Wallowa River bridge just East of Lostine. I skidded just after passing the bridge and climbed the bank turning completely upside down and of course crushing the top pretty bad. Fortuneately I was not hurt at all, but the car was damaged to the extent of over $800. I thought I was driving carefully at the time - remember looking at the speedometer just before the curve and was doing 40 miles per hour, but the road was unusually slick at 7:30 A.M. and that bridge is low and level so the road super for the turns also levels out abruptly. I understand that two men have been killed there already and I saw a car perched on the bridge railing a few years ago - don't know if anyone was killed: don't see how they escaped if they did. It was only God's mercy that I escaped a broken neck myself. I am not a reckless driver - have driven a car for 35 years without a serious accident. I am sure every local driver would appreciate anythig you can do to alleviate the condition there.

Sincerely. Father Kennedy

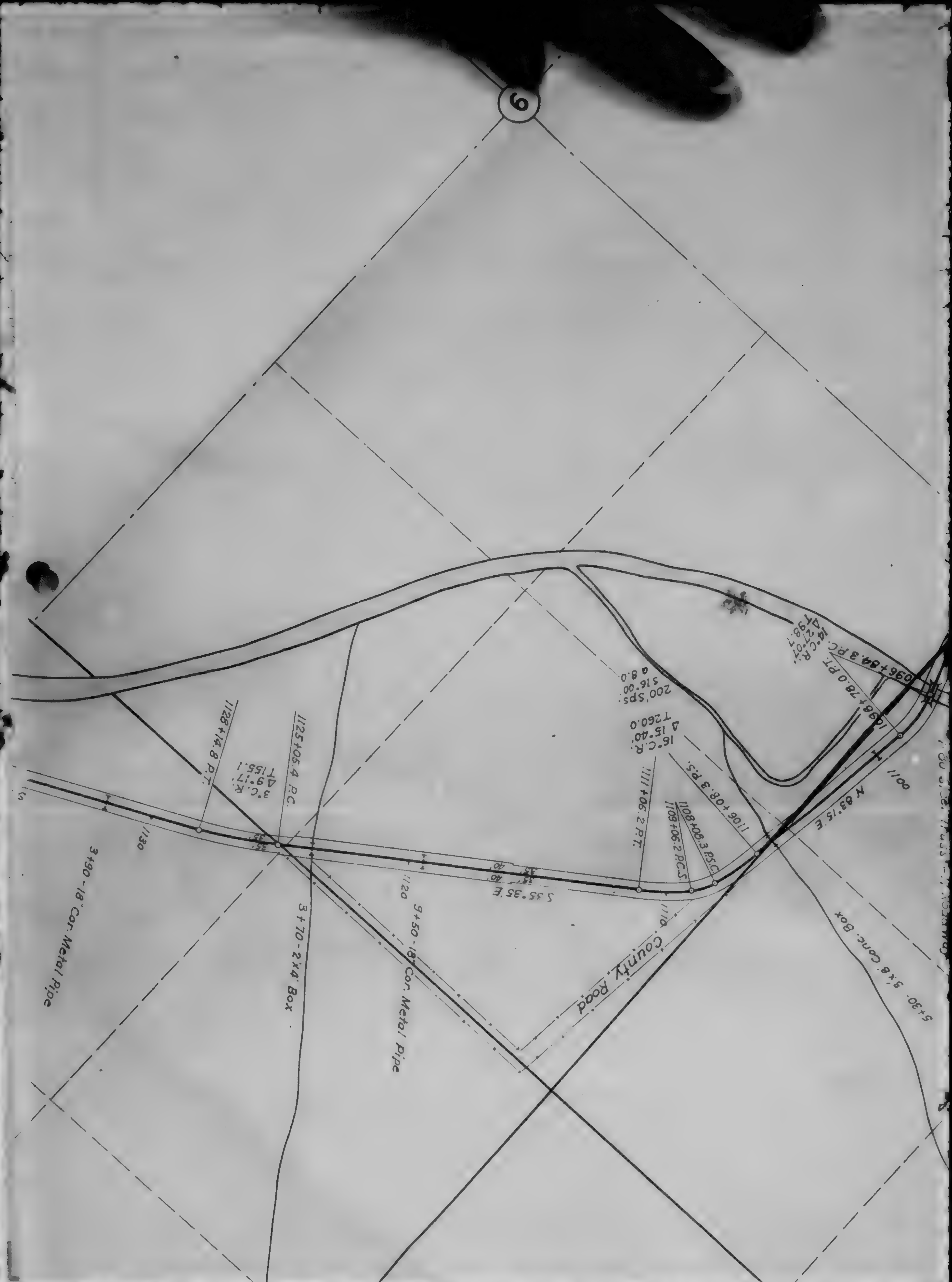

County Road
1080
1079+67.6 P.S.
260 S.P.
1070
S 35°28'E
1060
1050
8+20 - 2-18" Cor. Metal Pipes
3+20 - 18" Cor. Metal Pipe
4

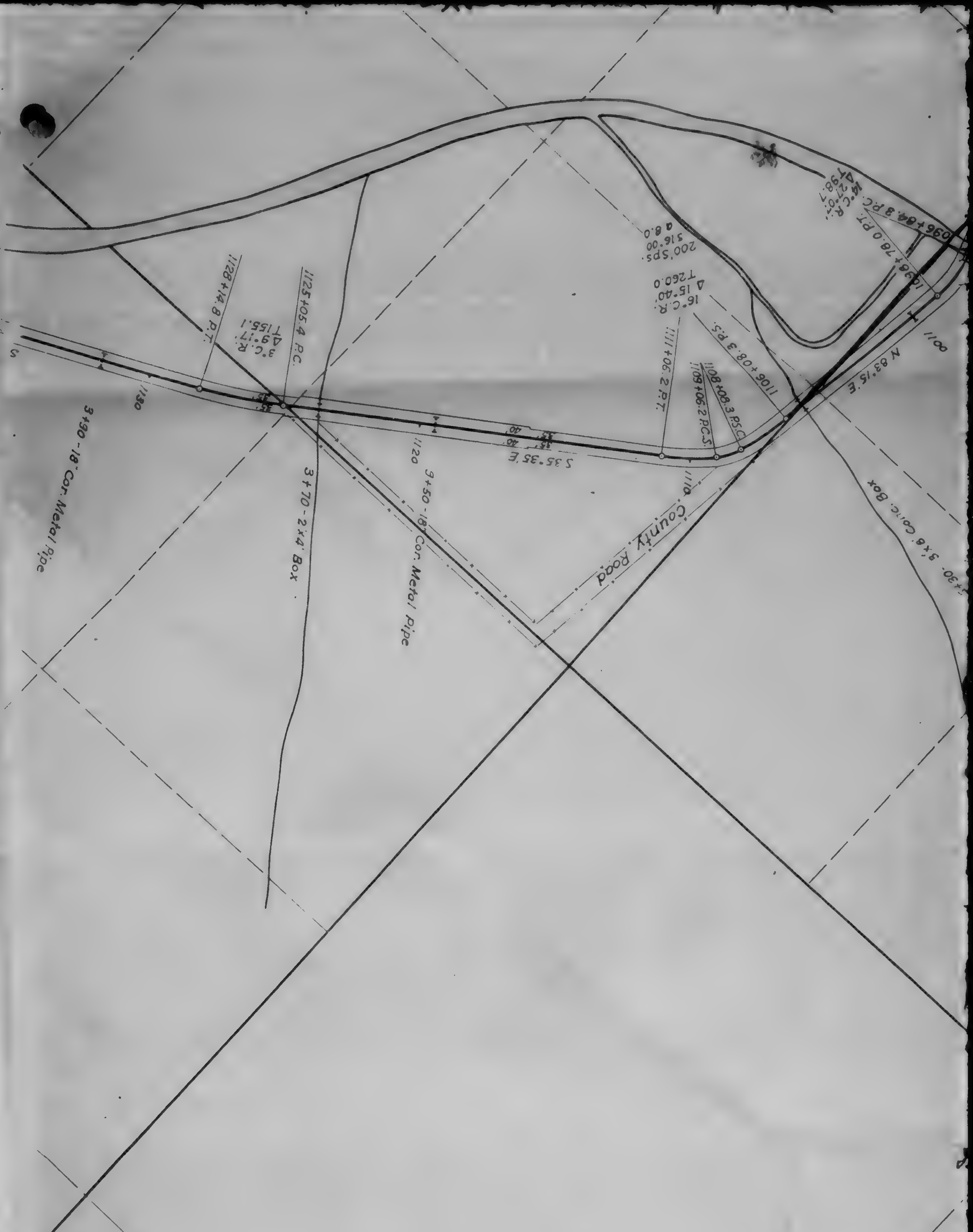
RIVER
4


RIVER
4
8+20 - 2-18" Cor. Metal Pipes
1070
1080
1079+67.6 P.S.
260' Sp.
S13°00'
a 3.846
1082+27.6 P.S.C.
10°C.L.
Δ29°39'
T434.7
1085+24.1 P.C.S.
260' Sp.
S13°00'
a 3.846
1087+84.1 P.T.
1087+88.7 "
1090
N 88°53'E
10°C.L.
Δ19°15'
T97.2
N 69°38'E
1095+29.8 P.T.
1093+37.3 P.C.
1096+84.3 P.C.
1098+78.0 P.T.
14°C.R.
Δ27°07'
T98.7
1-80' Steel Truss - 17' Roadway
1100
N 83°15'E
5-30 - 3'x8' Conc. Box
1106+08.3 P.S.
1108+08.3 P.S.C.
1109+06.2 P.C.S.
1110
C.
16°C
Δ 15°
T26
200
County Road
3+10 - 24" Cor. Metal Pipe
5+50 - 3'x6' Conc. Box



1079+67.6 P.S.
260' S.P.
S13.00
a 3.646
1082+27.6 P.S.C.
10°C.L.
Δ29°39'
T434.7
1085+24.1 P.C.S.
260' S.P.
S13.00
a 3.846
1087+84.1 P.T.
1087+88.7
1090
N 88°53'E
14°C.R.
Δ27°07'
T98.7
1096+84.8 P.C.
1098+78.0 P.T.
200' S.P.S.
S16.00
a 8.0
16°C.R.
Δ15°40'
T260.0
1093+37.3 P.C.
1095+29.8 P.T.
N 69°38'E
10°C.L.
Δ19°15'
T97.2
1100
N 83°15'E
1108+08.3 P.S.
1108+08.3 P.S.C.
1109+06.2 P.C.S.
1111+06.2 P.T.
1110
County Road
1-80' Steel Truss - 17' Roadway
5+30. 3x8 Conc. Box
4
RIVER


6
1096+84.3 P.C.
14°C.R.
27°07'
T198.1
1098+78.0 P.T.
200' Sps.
S 16°00
a 8.0
16°C.R.
Δ 15°40'
T260.0
1106+08.3 P.S.
1108+08.3 P.S.C.
1109+06.2 P.C.S.
1111+06.2 P.T.
1100
N 83°15' E
1110
County Road
5+30. 3'x6' Conc. Box
1125+05.4 P.C.
3°C.R.
Δ9°17'
T155.1
1128+14.8 P.T.
35
40
S 35°35' E
1120
1130
3+90 - 18" Cor. Metal Pipe
3+70 - 2'x4' Box
9+50 - 18" Cor. Metal Pipe


1128+14.8 P.T.
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1125+05.4 P.C.
1130
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1100
3+90-18" Cor. Metal Pipe
3+70-2'x4' Box
9+50-18" Cor. Metal Pipe
35'
40'
S 35°35' E
County Road
1111+06.2 P.T.
16°C.R.
Δ15°40'
T260.0
200' Sps.
S16°00'
θ8.0
1106+08.3 P.S.
1108+08.3 P.S.C.
1109+06.2 P.C.S.
096+84.8 P.C.
1098+78.0 P.T.
14°C.R.
Δ27°01'
T98.7
N 83°15' E
+30-3'x6' Conc. Box

RECEIVED
1952
FOR FILING

Cross Referenced To:
[illegible]
Petitions
Wallowa Co.

March 24, 1952

Mr. M. E. Crowe
Lostine, Oregon

Dear Mr. Crowe:

Mr. Chas. H. Reynolds, State Highway Commissioner, has forwarded to me the petitions that you left with him several days ago protesting the improvement of the Wallowa Lake Highway at Lostine as contemplated by the State Highway Commission.

This letter is being written to you at his request to inform you that should the residents of Lostine and vicinity desire to bring their protest to the Highway Commission personally, it would be quite satisfactory for them to do so. The members of the Commission will be glad to hear what they have to say on the subject.

Anticipating that representatives of your group will desire to discuss this matter with the Commission at its next regular meeting, I am reserving fifteen minutes of time for their convenience. The next regular meeting of the Commission is scheduled to be held in Portland on Monday and Tuesday, April 21 and 22, 1952. Delegations will be heard by the Commission on the second day, Tuesday the 22nd. The fifteen minutes that I have reserved for you will start at 11:15 a.m., which I trust is satisfactory. The Commission holds its meetings in the Green Room on the first floor of the Imperial Hotel, Broadway and Stark Streets, Portland.

Will you kindly advise me whether or not a representative group from Lostine will be present at this meeting so I can assign the time to some other delegation in the event they do not appear.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

cc: Commissioners
R. H. Baldock

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF CHAS. H. REYNOLDS
LA GRANDE, OREGON

AGENDA
APR 22 1952

March 19,1952

H. B. Glaisyer, Secretary
Oregon State Highway Commission.
Salem, Oregon.

Dear Herb:-

Enclosed you will find petitions from residents of Lostine and vicinity being in protest to the proposed improvements and location change in that vicinity.

M. E. Crowe, of Lostine, was chairman of a committee that called upon me and brought in these petitions and you can address any communication to him.

This matter was discussed with Sam this morning over the phone and no doubt these people should be given an opportunity of appearing before the commission if they so desire and it would be my suggestion that you advise them that they can appear before the commission at the April meeting.

With personal regards, I am

Sincerely

Chas.

not present

LETTER TO [illegible]
DATE 3-24

11:15 AM,
April 22, 52

D

144
signitures

PROTEST OF PROPOSED CHANGES IN HIGHWAY 82.

TO THE HONORABLE MEMBERS OF THE OREGON STATE HIGHWAY COMMISSION:

We, the undersigned residents and taxpayers of Lostine, Oregon, and its immediate vicinity, do hereby protest the proposed change in the routing of highway No. 82 through the city limits of the City of Lostine, Oregon, for the following reasons:

The proposed re-routing would cause said highway to completely miss the business district of the City of Lostine with great and material loss to the merchants of this city. The proposed re-routing of the highway would cause great damage to the real properties of William Wolf , Norman Evans, Kenneth Barklow, James Clark , Gerald Sherwood, Ralph Haun, Harry Swisher, John Lewis, Henry Loftus and Albert J. Hammack, most of whose properties are small acreages which would result in great damages by such acreages being severed.

We urgently represent to the Oregon State Highway Commission that were the bridge crossing the Lostine River widened and straightened and were the rocky point east of the John Lewis place widened and removed, the present highway is entirely adequate to serve the traveling public and the amount of traffic on this branch line highway.

NAME:	ADDRESS:
Gerald Sherwood	Lostine
[illegible]	Lostine
G. P. [illegible]	[illegible]
L. D. Cherry	
Mrs L. D. Cherry	Lostine
[illegible]	[illegible]
Mrs Kenneth Barklow	
Mr. Kenneth Barklow	

NAME:	ADDRESS:
G. L. [illegible]	Wallowa Oregon
[illegible]	[illegible] Oregon
Howard Williamson	Lostine Oregon

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NAME:	ADDRESS:
Dee Magee	Lostine Ore
Fred Womack.	Lostine Ore
George Wait	Lostine Ore
E W Land	"
Hattie A. Leonard	Lostine Oregon.
Floyd Leonard	Lostine Oregon
[illegible]	

NAME:	ADDRESS:
John C Lewis	Lostine Oreg
Berl Caudle	Lostine Oreg
[illegible]	[illegible]
[illegible]	Lostine [illegible]
R. [illegible]	Lostine [illegible]
L. C. Huffman	Lostine Ore
J. H. [illegible]	Lostine
[illegible]	Oregon
[illegible]	Lostine Ore
Oval Mc[illegible]	Lostine Ore
F. W. [illegible]	[illegible]
Fred. C. [illegible]	Lostine Ore
F. R. Cole	
D[illegible] Caudle	Lostine Ore
R. E. Cox	Lostine Ore
[illegible]	Lostine Ore
W. H. Mc[illegible]	Lostine Ore.
Mrs J. D. Jones	Lostine Ore
Glen Tippett	Lostine Ore:
Maureen Tippett	Lostine, Ore
Edna [illegible]	Lostine Oreg
W. T. [illegible] (over)	Lostine Ore

[illegible]

Wendell Jeffords	Wallowa
[illegible]	Wallowa
[illegible]	Wallowa
Mina Houser	Wallowa
L. J. Houser	Wallowa
Bill Wolfe	Wallowa Ore.
[illegible] Wolfe	Wallowa, Oregon
Willard Lewis	Lostine Oregon.
[illegible]	Lostine Ore
Ralph Haun	Lostine Oregon
[illegible]	Lostine Oreg
[illegible]	[illegible]
[illegible] Crow	Lostine
Paul Crow	Enterprise, Ore
Ben Ollis	Lostine Oreg
Merle. Cook	Enterprise
Mary A. Cook	Enterprise, Ore
Robert L Koontz	Lostine. Ore
John F. Koontz	Lostine. Ore.
[illegible]	Lostine Ore
Billie Britton	Lostine Ore
Mabel Lewis	Lostine Oregon -
Wm N. Steen	Lostine Oregon.
[illegible] Steen	
Chas C. Tippett	Lostine Ore
[illegible]	Lostine, Oregon

[redacted] n Tith

Jenny Laffite
Great [illegible] London

PROTEST OF PROPOSED CHANGES IN HIGHWAY 82.

TO THE HONORABLE MEMBERS OF THE OREGON STATE HIGHWAY COMMISSION:

We, the undersigned residents and taxpayers of Lostine, Oregon, and its immediate vicinity, do hereby protest the proposed change in the routing of highway No. 82 through the city limits of the City of Lostine, Oregon, for the following reasons:

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NAME:	ADDRESS:
Melvin E. Crow	Lostine, Oregon
Milan Makin	" "
Cranford [illegible]	
Cyril Long	" "
Melvin J. Hill.	" "
Samuel M. Crow	Lostine Oregon
Margaret E. Theobald	Lostine Oregon

NAME:	ADDRESS:
Martha E. Crow	Lostine, Oregon
Rebecca N Johnson	Lostine Or
E. Louisa Crow.	Lostine, Ore.
Carrie Caudle	Lostine Oregon
Bert Caudle	Lostine Oregon.
Victor M. Crow	Lostine Oregon
Ivy Isaacson	Lostine, Oregon
Lula. Carper	Lostine Ore
Phyllis Scurlock	Lostine. Ore.
Sadie B. Hall	Lostine, Oregon
Fern Williamson	Lostine Oregon.
Bessie Loyd	Lostine Oregon
J. S. Bethel	Lostine Oregon
Chester Osbourn	" "
Lenora McArtor	Lostine Oregon
Ronald McArtor	Lostine Oregon
Edward H Ollis	Lostine Oreg
Albert J Hammack	Lostine Oregon
Betty Bethel	Lostine, Oregon
Violet Beans	Lostine Oregon
Charlotte Long	Lostine, Oregon
Gladys Courtney	Lostine, Oregon
Wayne S. Wolfe	Lostine Oregon
J. P. Graham	Lostine Oregon
[illegible]ith Clark	Lostine Oregon

Raymond E. Knutts	Lostine, Oregon
W. W. Ellis	Lostine
Mary Lou G. Crow	Lostine, Oregon
Mary V Hambelton	Lostine, Oregon
Ray P. Martin	Lostine "
Earl Switzer	Lostine, oregon
Arrie Hill	Lostine Oregon.
Wm E Williams	Lostine Ore
Anna Lathrop	Lostine oregon.
Bertha Kuhn	Lostine Oregon
Jay Bartmess	Lostine Oregon
Marie Christy	Lostine Oregon.
Ben Christy	Lostine
Chas. E. Wolfer	

21
signatures

PROTEST OF PROPOSED CHANGES OF THE STATE HIGHWAY, NO. 82, TO THE HONORABEL MEMBERS OF THE OREGON STATE HIGHWAY COMMISSION:

We, the undersigned City Council, residents, and taxpayers of the City of Lostine, do hereby protest the proposed change in the re-routing of Highway, No. 82, now going through the City Limits of Lostine; the said re-routing to be outside the present City Limits.

The proposed re-routing would cause said Highway to completely miss the business district of the City of Lostine with great and material loss to the merchants, and proprietors of other concerns.

The proposed re-routing of the Highway would cause great loss to City property owners by lowering the valuation on homes and rentals.

We urgently represent to the Oregon State Highway Commission that were the bridge crossing the Lostine River widened and straightened, and were the rockey point on the Lewis Hill widened and removed, the present Highway is entirely adequate to serve the traveling public and the amount of traffic on this branch line Highway.

NAME	ADDRESS
M Crow - Mayor	Lostine Oregon
Myron Makin	Lostine Ore
Kenneth Barklow	Lostine Oregon
Chas. E. Wolfe	Lostine Ore
Sadie B. Hall, City Recorder	Lostine Oregon
[illegible]	Lostine Oregon
D. W. Magee.	Lostine Oreg
Gladys Cox	Lostine, Ore.
Chas. C. Wormack	Lostine, Ore.
Roberta Moffit	Lostine, Oregon
Martha E. Crow	Lostine, Oregon
Margaret Theobald	Lostine Oregon
[illegible] E. Crow	Lostine, Oregon
Melvin J. Hill.	Lostine Oregon.
Inez Sandlin	Lostine Oregon
Arle Hill	Lostine Oregon.
Roy P. Martin	Lostine "
Earl Switzer	Lostine Oregon
Wm E. Williams	Lostine Or

Page 2, continued:

NAME	ADDRESS
Anna Lathrop	Lostine Oregon
Hattie A. Leonard	Lostine Oregon
Floyd B. Leonard	Lostine Oregon
Wm W. Steen	Lostine Oregon.
Victor McCrow	Lostine, Oregon
Dee Magee	Lostine Oregon
Bertha Kuhn	Lostine Oregon
Fern Williamson	Lostine Oregon
R. E. Carr	Lostine Oregon
Bessie Loyd	Lostine. Oregon.
E. Louisa Crow	Lostine Oregon

(4

PROTEST OF PROPOSED CHANGES OF THE STATE HIGHWAY, NO. 82, TO THE HONORABLE MEMBERS OF THE OREGON STATE HIGHWAY COMMISSION:

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Name	Address
Rebecca [illegible]	[illegible]
Fred Wamock.	Lostine Ore
[illegible]	Lostine Oreg
[illegible]	

PAGE 2, continued:

NAME	ADDRESS
	Lostine, Oregon

RECEIVED
FOR FILING

[illegible]

[illegible]

January 29, 1952

Oregon State Highway Commission

Gentlemen:

We have completed the survey for the reconstruction of the Wallowa Lake Highway to eliminate the existing hazardous curvature in the vicinity of the crossing of the South Fork of the Wallowa River near Lostine. In making this survey we carried it on past Lostine in order to make certain that the construction of the portion where the new bridge is required would fit into an ultimate extension. I attach a small-scale map, on which (in broken color) is indicated the entire survey made, and that portion colored in red is the section recommended for early construction by reason of the narrow bridge and approach curves.

Cost of the portion shaded in red, including the bridge, is $134,000. To complete construction on the balance of the survey as indicated, by-passing Lostine, will cost an additional $111,000.

The benefit quotient of the portion colored in red is 0.973. If we eliminate the cost of the bridge (which should be replaced anyhow), the benefit quotient would be 1.27.

This matter will be on the next agenda for discussion.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment
CC Mr. W. C. Williams
Mr. H. G. Smith
WCW:me bl

Mr. Smith:

Please breakdown estimate to permit stage Construction - Indicate cost of Portion colored in red on map

WCW.

and report

signature

ived

FORM E-30 25M 6-51 49715

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28, 1952

SUBJECT:

To:

Mr. W. C. Williams
Ass't. Highway Engineer
State Highway Department
Office

Dear Sir:

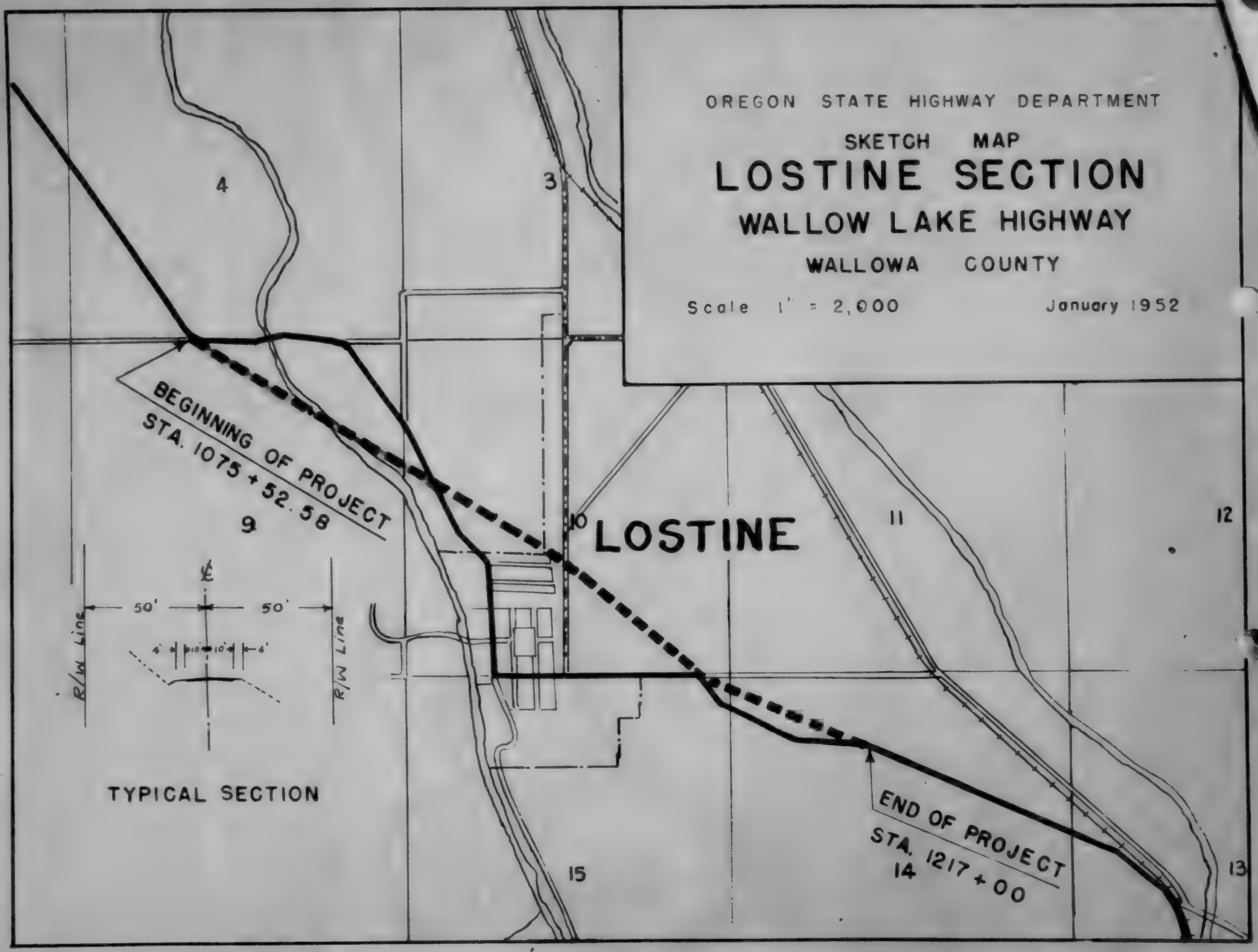
The economic analysis of the West Unit of the Lostine Section of the Wallowa Lake Highway shows a benefit quotient of 0.973. If the cost of the bridge is eliminated, which probably must be replaced anyway, the quotient would be 1.27.

Very truly yours,

H. G. Smith
Construction Engineer

By H W Libby
H. W. Libby
Chief Locating Engineer

HWL:of



TYPICAL SECTION

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

LOSTINE SECTION

WALLOW LAKE HIGHWAY

WALLOWA COUNTY

Scale 1" = 2,000 January 1952

RF-177(7) Lafayette-N. Yamhill River 1952
RF-122(8) Sec. of the Pacific Highway West,
between Lafayette & McMinnville.
#3748

RECEIVED
JUN [illegible] 1953
FOR FILING

BF-179(7)
BF-13[illegible]
3748
(CONTRACT NO.)

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 19, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3748	7-final	J. C. COMPTON CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10821	R-68883	$ 8,807.27	6/18/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1953

Time Extensions: None

Completion Date: Nov. 25, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-22-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
6-24-53

Warrant Mailed: G. A. Wahlander

RECEIVED
JUN 3 - 1953
FOR FILING

[illegible]
[illegible]
[illegible]

June 1, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3748 for work performed on the Lafayette-North Yamhill River Section of the Pacific Highway West in Yamhill County was completed by the contractor, J.C. Compton Co., on November 25, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $8,807.27 will be released to the contractor on or after June 11, 1953. The total contract amount is $304,553.71, of which amount $642.80 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

Form PR 2 (Revised 1950)

[illegible]

State Oregon

Federal Aid Bond Issue Project No. BF-179(7)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of March, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of March, 1952, a program, which was approved on the 17th day of April, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 12th day of May, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-one thousand and 00/100 dollars ($61,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.:
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 133+00 in the NE 1/4, Section 11, T-4-S, R-4-W, W.M. and survey station 191+00 in the SE 1/4, Section 1, T-4-S, R-4-W, W.M., without exception,

, length 1.098 miles, in Yamhill County ~~County~~

being Oregon Federal Aid Bond Issue Project No. EF-179(7), consisting of 1.098 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-one thousand and 00/100 dollars ($61,000.00), which does not exceed the authorized Federal pro rata share of one hundred eight thousand, nine hundred forty-two and 90/100 dollars ($108,942.90), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-one thousand and 00/100 dollars ($61,000.00), which does not exceed the authorized Federal pro rata share of one hundred eight thousand, nine hundred forty-two and 90/100 dollars ($108,942.90), the approved total estimated cost of said project.

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MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commissio
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11570-4

MAR 1 1953

OREGON FEB 5 1953

Oregon State Highway Department Federal Aid Project No. BF-179 (7)

LAFAYETTE-NORTH YAMHILL RIVER SECTION
OF THE PACIFIC HIGHWAY WEST IN YAMHILL COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 12, 1953

Type Code 9672
4-Lane Roadway (Sta. 133+00 to 191+00) (Contract No. 3748)

All Required		Clearing and Grubbing (50%)		$ 4,700.00
100	cu. yds.	Structural Excavation, Unclassified	$ 2.90	290.00
36,600	cu. yds.	General Excavation, Unclassified	0.30	10,980.00
115,600	yd. sta.	Short Overhaul	0.015	1,734.00
4,350	C-yd. sta.	Long Overhaul	0.40	1,740.00
1.10	miles	Finishing Roadbed and Slopes	900.00	990.00
1,800	lin. ft.	Rounding Cutbanks	0.15	270.00
400	lin. ft.	12-inch Concrete Pipe	1.90	760.00
90	lin. ft.	18-inch Concrete Pipe	3.00	270.00
70	lin. ft.	Salvaging Culvert Pipe	1.50	105.00
64	cu. yds.	Class "A" Concrete	75.00	4,800.00
11,000	lbs.	Metal Reinforcement	0.115	1,265.00
10,500	cu. yds.	3" - 0 Material in Base	2.95	30,975.00
2,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.20	7,680.00
320	M-gal.	Sprinkling	2.00	640.00
1.10	miles	Preparation of Base	500.00	550.00
190	cu. yds.	3/4" - 0 Material in Binder Course	4.00	760.00
30	tons	RC-3 Asphalt in Binder Course	44.00	1,320.00
4,000	tons	Class "B" Asphaltic Concrete	7.00	28,000.00
18	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	810.00
100	cu. yds.	Aggregate in Seal Coat	4.00	400.00
			Subtotal	$ 99,039.00
			10% Engr. & Cont.	9,903.90
			Total	$108,942.90

Length of Roadway 1.098 miles
Cost per mile $99,219.39

Federal Funds	$ 61,000.00
State Funds	47,942.90
	$108,942.90

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. HF-179 (7)

LAFAYETTE-NORTH YAMHILL RIVER SECTION OF THE
PACIFIC HIGHWAY WEST IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 9, 1952

Type Code 6201
4-Lane Roadway (Sta. 133+00 to 191+00)

All Required		Clearing and Grubbing (50%)	$	$ 1,750.00
100	cu. yds.	Structural Excavation, Unclassified	3.00	300.00
36,600	cu. yds.	General Excavation, Unclassified	0.37	13,542.00
115,600	yd. sta.	Short Overhaul	0.02	2,312.00
4,350	C-yd. sta.	Long Overhaul	0.50	2,175.00
1.10	miles	Finishing Roadbed and Slopes	700.00	770.00
1,800	lin. ft.	Rounding Cutbanks	0.15	270.00
400	lin. ft.	12-inch Concrete Pipe	2.25	900.00
90	lin. ft.	18-inch Concrete Pipe	3.50	315.00
70	lin. ft.	Salvaging Culvert Pipe	2.00	140.00
64	cu. yds.	Class "A" Concrete	65.00	4,160.00
11,000	lbs.	Metal Reinforcement	0.14	1,540.00
10,500	cu. yds.	3" - 0 Material in Base	2.50	26,250.00
2,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	6,600.00
320	M-gal.	Sprinkling	2.50	800.00
1.10	miles	Preparation of Base	250.00	275.00
190	cu. yds.	3/4"-0 Material in Binder Course	4.00	760.00
30	tons	RC-3 Asphalt in Binder Course	40.00	1,200.00
4,000	tons	Class "B" Asphaltic Concrete	6.25	25,000.00
18	tons	RS-1 Emulsified Asphalt in Seal Coat	42.00	756.00
100	cu. yds.	Aggregate in Seal Coat	5.50	550.00
		Subtotal		$90,365.00
		10% Engr. & Cont.		9,036.50
		Total		$99,401.50

Length of Roadway 1.098 miles
Cost per mile, Roadway $90,529.60

Federal Funds- -	$61,000.00
State Funds- -	38,401.50
	$99,401.50

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-179(7), Lafayette-North Yamhill River Section of the Pacific Highway West, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights of entry have been obtained.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-179(7), Lafayette-North Yamhill River Section of the Pacific Highway West, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorise your advertising for bids.

Concurrence in award will be withheld pending notification that all rights of entry have been obtained.

Very truly yours,

C. G. POLK
District Engineer

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 30, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The addition of items 40 and 41, Projects BF-179(7) and BF-122(8) to the Oregon Postwar Bond Financed Federal Aid Primary Highway Program was approved effective April 17, 1952. These two projects are along the section of Highway US-99W that lies between Lafayette and the crossing of the North Yamhill River.

The projects will appear on the program as follows:

Item	40	41
County	Yamhill	Yamhill
Project No.	BF-179(7)	BF-122(8)
FA Route No.	9	9
State Route No.	US 99 W	US 99 W
Termini:	Lafayette to south end of Project 179	South end of Project 179 to north end of bridge over N. Yamhill River
Construction Cost:		
Total	$155,000	$280,000
Federal Funds	$ 95,000	$170,000
State Funds	$ 60,000	$110,000
Length	1.00 mile	1.18 mile
Character of Work	Grade, drain and 4-lane high type paving.	Grade, drain, Ry. grade separation structure and 4-lane high type paving.

Program approval of Items 40 and 41, Projects BF-179(7) and BF-122(8) is subject to the same conditions as outlined in the last paragraph of Mr. Hilts' memorandum of July 24, 1951, approving Oregon's first supplemental cumulative bond issue program, copies of which conditions were previously furnished to your office.

Very truly yours,

C G Polk
C. C. POLK
District Engineer

BULLARDS BRIDGE SECTION

PROJECT NO. S-113 (1)

Specifications for this project have been determined by the State Highway Commission and the appropriate local officials.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

September 5, 1952

RECEIVED
FOR FILING

[illegible]
[illegible]
3147

February 13, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. C. Compton Co. in connection with contract No. 3748, for grading and paving on the Lafayette-North Yamhill River Section of the Pacific Highway West in Yamhill County.

This payment, in the amount of $809.74, will be released to the contractor on or after February 23, 1953. The retained percentage is $9,146.80.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

2-13-53

RECEIVED
[illegible] 1953
FOR FILING

[illegible]
[illegible]
[illegible]

December 31, 1952

Oregon State Highway Commission

Gentlemen:

In construction of the Lafayette-North Yamhill River Section of the Pacific Highway West, Contract No. 3748, we ran into extreme difficulty at the undercrossing of the Southern Pacific Railroad. In excavating to a lowered elevation to obtain adequate clearance and widening for a four-lane highway, we encountered a stratum of quicksand extending several feet below the subgrade. It was impossible to obtain a stable roadway over this quicksand, and it was necessary to excavate four feet, place a blanket of sand one foot thick, and a layer of quarry-run rock three feet in depth. The cost of this work totaled approximately $35,000, being $6,000 for excavation below subgrade, $11,230 for placement of sand blanket, and $18,770 for quarry-run backfill. Additional overruns in the amount of $5,000 for additional crushed rock surfacing resulted in a total project overrun of $40,800, which is a 14.4 per cent overrun.

This matter will be on the next agenda, and it is respectfully requested that you approve additional project authorization in the amount of $40,800 on Contract No. 3748. These overruns are unfortunate, and several are bound to occur during the course of a year, but underruns on other projects far exceed these overruns. For the projects completed up to November 30 in the year 1952, total project authorizations of $16,579,000 have underrun slightly over $660,000, or a four per cent underrun of the total authorizations.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me / lg

cc Mr. S. H. Probert
Mr. H. G. Smith
Mr. C. H. Maison

RECEIVED
DEC 19 1952
FOR FILING

FF-177(1)
FF-1[illegible]
3748

December 19, 1952

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor Mills Tower
San Francisco 4, California

Gentlemen:

It is the intention of the State Highway Commission to release to J. C. Compton Co. a portion of the funds heretofore retained by the Commission on contract No. 3748, covering grading and paving on the Lafayette-N. Yamhill River Section of the Pacific Highway West in Yamhill County.

This payment in the amount of $31,693.05, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $9,121.75. The present payment will be released to the contractor on or after December 29, 1952.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FH

cc - Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

12-18-52

RECEIVED
DEC 1952
FOR FILING

BF-179(7)
BF-122(8)
3748

November 28, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 25, 1952, on Contract No. 3748, Lafayette-North Yamhill River Section, in connection with Federal Aid Project No. BF-179(7), BF-122(8).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DHF/sjc

cc: John Cattrall

Form E-1

IF-177(1)
IF-122(2)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 22, 19 52

Section Lafayette - North Yamhill River

Kind of work Grading and Paving

Highway Pacific West

Section prefix 36 - 1021

Contractor J. C. Compton Co.

Contract number 3748

Date of contract July 3, 19 52

Date of completion September 30, 19 53

Date work started June 2, 19 52

Estimated date of completion December 1, 19 52

Amount of contract $250,534.50

Per cent of time elapsed 31.5 %

Estimated cost of completed project, exclusive of engineering $302,911.49

Per cent of contract completed, based on total contract price . . . . 102 %

Engineering cost to date $ 9,175.45, 3.7 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed hauling and shaping the shoulder rock, Thursday.

Also he completed pouring the concrete sidewalk in front of the High School at McMinnville.

This project will be complete when the contractor finishes cleaning up the job.

RECEIVED
NOV 24 1952
[illegible]

RECEIVED
NOV 25 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed Maurice N. Jones

Address Rm. 210 Lab. Bldg. Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.11	2.11		Binder 2.11	2.11
Miles partially completed					
Miles completed	2.11	2.11		2.11	2.11
Total estimated quantities	120,000	28,000			8,800 Tons
Estimated quantities moved or placed to date	105,000	29,200			8,500 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		6			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ..1......, Power graders ....1...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Trucks ......2......, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Foggy		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Clear, Cold		
Saturday	"		

STATE PRINTING

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FOR FILING

CF-[illegible]
PF-[illegible]
3748

R- 323-3

14524 R/W

Salem, Oregon
September 25, 1952

Agenda Item 1-B-5

Mr. Forrest Cooper
Right of Way Agent
Office

Attached hereto are two copies of an "Easement Form" re acquisition of two longitudinal slope easements on the Lafayette-North Yamhill River Section of the Pacific Highway West from the Southern Pacific Company. These copies have been executed by the State Highway Commission and are now ready for the signatures of the officials of the Railroad Company.

Yours very truly,

Secretary

Filed
RR 401

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FOR FILING

[illegible]
[illegible]
3748

July 25, 1952

J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3748, which was awarded to you on July 3, 1952, for grading ~~and~~ paving on the Lafayette-North Yamhill River Section of the Pacific Highway West in Yamhill County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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JUL 2[illegible] 1952
FOR FILING

FORM E-30X 25M 6-51 60116

RECEIVED
[illegible] 1952

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1952

SUBJECT:

To: Memo to Files

Mr. Warfield advised me yesterday, July 22, of the necessity of closing, for a period of approximately 10 days, the St. Joe underpass on the Pacific Highway West, at Mile Point 35.12, because of a grading contract now in progress between McMinnville and LaFayette. It is expected that the closure will take place in about two weeks.

The question arose as to the detouring of truck traffic via the 3 mile lane Secondary Highway, No. 152, through Dayton to McMinnville in view of the fact that a portion of this highway is classified as Group II and another portion as Group III.

Since the proposed closure will have to be effected prior to the next Commission meeting, it was agreed by Mr. Stiffler and Mr. Williams that we would notify the Weighmasters and State Police in the local area to ignore the classification of the 3 mile lane highway insofar as truck traffic is concerned while it is necessary to use this highway as a detour.

Mr. Warfield is to notify us sufficiently far in advance that we may get word to the State Police and Weighmasters and we should also advise our Portland Permit office because of the restricted vertical clearance on the Dayton Bridge which will limit the height of special permit loads to 13 feet.

The Dayton Bridge, which has a horizontal clearance of 17 feet, is now posted One Way Traffic For Trucks and Mr. Warfield was asked to see that adequate signing, including advance warning signs, be placed at the railroad grade crossing .15 of a mile from the Pacific Highway junction North of Dayton.

R. B. Sipprell

RBS:cw
cc. W. W. Stiffler
L. H. Warfield

NOTED
W. W. STIFFLER

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JUL 1 1 1952
FOR FILING

[illegible]
[illegible]
3441

July 9, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 2, 1952 on Contract No. 3748, Lafayette-North Yamhill River Section, in connection with Federal Aid Project No. BF-179 (7), BF-122 (8).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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AUG 7 1952
FOR FILING

[illegible]
[illegible]
3747

AGENDA
JUL 10 1952

July 3, 1952

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on May 27th accepted your proposal to perform grading and paving work on the Lafayette-North Yamhill River Section of the Pacific Highway West in Yamhill County, for the sum of $250,534.50, and awarded contract No. 3748 to you subject to concurrence by the Bureau of Public Roads and clearance of right of way matters. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful prior to preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

m
Enc.

cc - W. M. Franzwa
R. G. Smith
S. E. Probert
Goldie Lewis

5+C

[illegible]VED
1952
FOR FILING

8748

July 3, 1952

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 3, 1952
3:50 p.m.

J. C. Compton Company
McMinnville, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Lafayette-North Yamhill River Section of Pacific Highway West in Yamhill County for which you submitted low bid on May 27. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary

OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
Auditor (5001-900)
Files

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FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

July 3, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-122(8), Lafayette-North Yamhill River Section of the Pacific Highway West, we hereby concur as of this date in award of contract to J. C. Compton Company of McMinnville, Oregon, low bidder in the total amount of $250,534.50 for this project combined with Project BF-179(7) at the May 27, 1952 bid opening.

Very truly yours,

C J Polk
C. J. POLK
District Engineer

RECEIVED
FOR FILING

F. [illegible]
[illegible]-122(8)
3748

July 3, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Lafayette-North Yamhill River Section of the Pacific Highway West in Yamhill County, Projects RF-179 (7) and RF-122 (8), to the J. C. Compton Co. of McMinnville, Oregon, on the basis of the bid of $250,534.50 submitted on May 27, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

SHP:tp

RECEIVED
FOR FILING
FORM E-30 37,500 4-52 86808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 3, 1952
Salem, Oregon

SUBJECT: Layfayette-North Yamhill Section

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

This is to advise that all right of way has been acquired on the Layfayette-North Yamhill Section, including permit of entry from the Southern Pacific based upon their usual terms and conditions.

Forrest Cooper
Right of Way Engineer

FC:jb

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 3, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-179(7), Lafayette-North Yamhill River Section of the Pacific Highway West, we hereby concur as of this date in award of contract to J. C. Compton Company of McMinnville, Oregon, low bidder in the total amount of $250,534.50 for this project combined with Project BF-122(8) at the May 27, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

March 20, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As a part of our Program of Bond Issue Projects - Primary, we desire to contract the improvement of the section of Highway US-99W which lies between Lafayette and the crossing of the North Yamhill River. This improvement calls for two federal-aid projects as follows:

Item	40	41
County	Yamhill	Yamhill
Project No.	FF-179 (7)	FF-122 (8)
F. A. Route No.	US-99 W	US-99 W
Termini	Lafayette to south end of Project 179	South end of Project 179 to north end of bridge over N. Yamhill River
Construction Cost:		
Total	$155,000	$280,000
Federal Funds	$ 95,000	$170,000
State Funds	$ 60,000	$110,000
Project Totals:		
Total Cost	$155,000	$280,000
Federal Funds	$ 95,000	$170,000
Length (Miles)	1.00	1.18
Character of Work	Grade, drain and 4-lane high type paving	Grade, drain, Ry. grade separation structure and 4-lane high type paving

Present improvement consists of an 18-foot concrete pavement constructed in 1925 with a railroad undercrossing having a horizontal clearance of 24 feet. The undercrossing, besides being too narrow, is inadequately drained and floods at times of high water.

In the planned improvement, the existing pavement will, in the main, be kept in service to carry northbound traffic; a new two-lane pavement, 24 feet wide, will be constructed to serve southbound traffic; and the undercrossing structure will be extended to full four-lane width. To eliminate objectionable alignment in the existing pavement, about 3,500 feet of that pavement will be replaced by new pavement. For the time being, the existing pavement will not be widened.

Traffic figures for the section to be improved are as follows:

1951 Data:

A. D. T.	6,000
Per cent commercial	17

1975 Data:

A. D. T.	8,400
Per cent commercial	17

The project will require 30 tons of reinforcing steel, 75 tons of wide flange beams, 10 tons of structural plates and 10 tons of structural shapes.

A small scale map showing the location of the project is enclosed.

If BPR approval of the programming of this improvement is forthcoming in time, our advertisement for bids will be published about May 9.

Very truly yours,

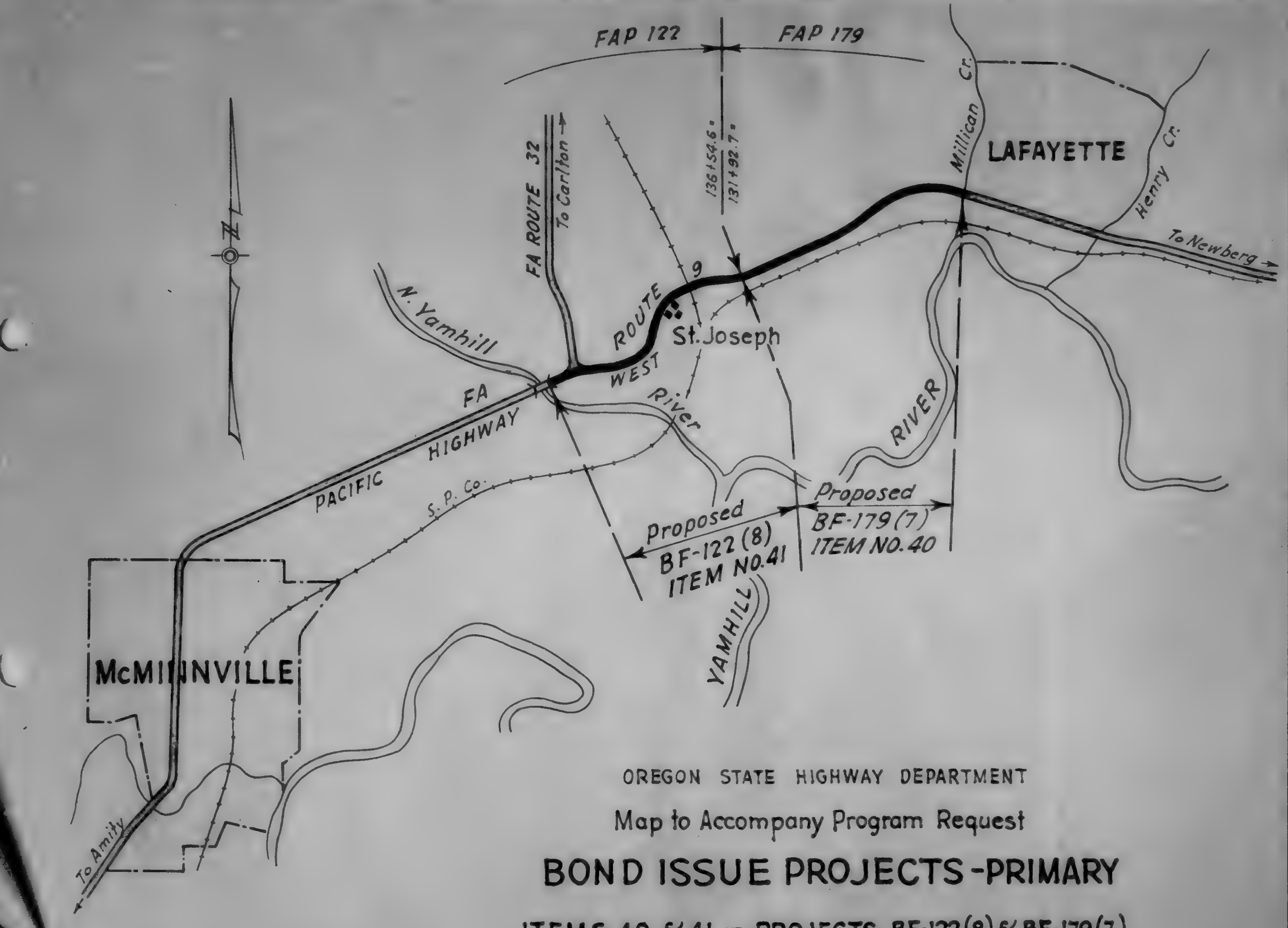
R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

Encl.



OREGON STATE HIGHWAY DEPARTMENT

Map to Accompany Program Request

BOND ISSUE PROJECTS-PRIMARY

ITEMS 40 & 41 – PROJECTS BF-122(8) & BF-179(7)

March, 1952

RECEIVED
1952
FOR FILING

P9-1 [illegible]
P7-125
[illegible]

February 29, 1952

Hon. Eugene E. Marsh
State Senator
528 10th Street
McMinnville, Oregon

Dear Senator Marsh:

In your letter of February 28, 1952, which has just been received, you request in behalf of the Highway Committee of the McMinnville Chamber of Commerce a hearing before the State Highway Commission at its next meeting to present to the Commission a request for the improvement of the Pacific Highway West (US99W) between the Yamhill River Bridge and Lafayette so as to eliminate the hazardous situation which, you state, exists at the St. Joe Undercrossing of the Southern Pacific tracks.

The Highway Commission will be pleased to grant the Committee a hearing on this subject. Its next regular meeting is scheduled to be held in Portland on March 13 and 14, 1952. Delegations will be heard on the second day of this meeting, Friday the 14th, and I have reserved for the Committee's convenience on that day fifteen minutes of time, starting at 3:00 p.m., which is the earliest unassigned time available. The Commission as usual will hold this meeting in the Green Room on the first floor of the Imperial Hotel.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: Commissioners
R. H. Baldock

3:00 p.m.
McMinnville C. of C.

DELEGATIONS

Date of Meeting March 14, 1952

State Highway Commission

NAME	ADDRESS (City or Town)	BUSINESS (Capacity)
Philip N. Baldine	McMinnville	Chamber of Commerce (Newspaper)
Gale B. Vinton	"	" " "
James Standard	"	" " "
R. H. Windishar	"	" " "
Jack Baldine	"	" " "
Clifford Elliott	"	Mgr. C. of C.
R. J. Mattecheck	"	Pres. C. of C.

ENE E. MARSH
528 10TH STREET
McMINNVILLE, OREGON

COMMITTEES:
CHAIRMAN: EDUCATION
MEMBER: ASSESSMENT AND TAXATION
LABOR AND INDUSTRIES
LAW

1859

STATE OF OREGON
SENATE CHAMBER
SALEM

AGENDA
MAR 14 1952

D

3:00 PM

February 28, 1952

State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. H. B. Glaisyer - Secretary

Gentlemen:

The Highway Committee of the McMinnville Chamber of Commerce desires to have a hearing before the State Highway Commission at its next meeting, which I understand will be held March 14, 1952, at the Imperial Hotel, Portland, Oregon.

The Committee wishes to present to the State Highway Commission the desire of this community for the improvement between the Yamhill River Bridge and Lafayette, Oregon, so as to eliminate the hazardous situation existing at what is known as the St. Joe Underpass, under the Southern Pacific tracks.

I would appreciate it very much if you would advise me of the time and place this Committee may appear before the Commission.

Very truly yours,

Eugene E. Marsh

EUGENE E. MARSH
State Senator

ANSWERED
H. B. GLAISYER

EEM:em

3:00 PM
March 14, 1952

D

BFI-189(11) Oakland Jct.-Deady Unit, 1952
Chenoweth Park-Deady Sec.,
#3749 Pacific Hwy.

RECEIVED
SEP 13 1955

R.H. BALDOCK

August 26th, 1955

Oakland Construction Unit
Contract #3749

FINAL COST ANALYSIS
Grading & Paving
White Bros. Co., Contractor
R. D. Asburry, Resident Engineer

Pacific Highway
Prefix 10-1057

NOTED

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	$	$	$ 36,752.67	$ 55,000.00
Struct. Excav., Unclass.	1,861.6	Cu. Yd.	4.00	2.92	5,444.25	7,446.40
Trench " "	690.6	" "	3.00	2.27	1,567.36	2,071.80
General Excavation, Unclass.	833,823.2	" "	0.55	0.56	466,308.52	458,602.76
Short Overhaul	2,660,978	Yd. Sta.	0.01	0.01	27,006.42	26,609.78
Long "	49,250.3	C-Yd. Sta.	0.50	0.51	24,992.21	24,625.15
Finish Roadbed & Slopes	5.7	Mile	800.00	1,520.42	8,666.41	4,560.00
Rounding Cutbanks	18,738	Lin. Ft.	0.15	0.16	2,995.21	2,810.70
18" Concrete Pipe	3,796	" "	4.00	4.43	16,803.59	15,184.00
24" " "	660	" "	5.50	5.31	3,507.16	3,630.00
36" " "	165	" "	11.00	8.56	1,413.98	1,815.00
18" Ex. Str. Conc. Pipe	150	" "	4.50	4.90	734.74	675.00
24" " " " "	945	" "	6.00	5.88	5,555.37	5,670.00
30" " " " "	204	" "	8.00	7.19	1,467.34	1,632.00
Concrete Sight Posts	100	Each	10.00	8.19	819.41	1,000.00
3"-0" Mat'l. in Base	88,351.5	Cu. Yd.	1.75	1.75	154,180.93	154,615.13
3/4"-0" Mat'l. in Base and Shoulders	23,541	" "	2.75	2.84	66,789.64	64,737.75
Sprinkling	4,207.4	M/Gal.	2.50	2.57	10,810.89	10,518.50
*Preparation of Base	5.73	Mile	200.00	97.23	557.10	1,146.00
*3/4"-0" Mat'l. in Binder Course	1,456	Cu. Yd.	4.15	3.67	5,347.45	6,042.40
*RC-3 Asphalt in Binder Course	274.32	Ton	43.00	36.14	9,914.04	11,795.76
*Class "B" Asphaltic Concrete	30,965.2	"	6.00	5.88	182,056.39	185,791.20
*Asphaltic Concrete Traffic Markers	3,876.4	Lin. Ft.	1.00	0.31	1,209.54	3,876.40

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Material in Stockpile	834.4	Cu. Yd.	2.70	3.00	$ 2,503.20	$ 2,252.88
½"-¼" Cr. Material in Stockpile	827.6	" "	2.70	3.00	2,482.80	2,234.52
¼"-#10 Cr. Material in Stockpile	388.7	" "	3.20	3.00	1,166.10	1,243.84
PA #1, Extra Clearing & Grubbing	3.58	Acre	800.00	451.44	1,616.16	2,864.00
PA #2, Fencing	92.06	Rod	6.00	5.41	498.25	552.36
PA #2, Gate in Fence	1	Each	25.00	23.18	23.18	25.00
PA #3, Furnish & Install 12" Concrete Pipe	306	Lin. Ft.	2.25	3.07	938.12	688.50
PA #4, 8" Perf. Concrete Drain Pipe	1,235	" "	1.75	0.97	1,201.04	2,161.25
PA #4, 3/8"-0" Backfill in Drains	268	Cu. Yd.	6.00	4.76	1,274.85	1,608.00
PA #5, Furnish & Install 72" Corr. Metal Pipe	136	Lin. Ft.	40.00	34.01	4,625.84	5,440.00
PA #6, Remove Slides	14,702.4	Cu. Yd.	0.65	0.64	9,364.57	9,556.56
*PA #7, Aggregate in 0-11 Oil Mat	1,780	" "	4.25	4.12	7,335.44	7,565.00
*PA #7, 150-200 Asphalt in Oil Mat	104.99	Ton	45.00	35.07	3,681.64	4,724.55
*PA #7, RS-1 Asphalt in Oil Mat	31.04	"	45.00	38.54	1,196.13	1,396.80
Force Account					4,453.69	5,241.33
					$1,077,261.63	$1,097,410.32

* Work done all or in part by J. C. Compton Company.

	White Bros.	J. C. Compton	Total
Gross Revenue	$870,660.96	$226,749.36	$1,097,410.32
Total Cost	860,322.53	216,939.10	1,077,261.63
Net Profit	10,338.43	9,810.26	20,148.69
% Profit	1.19%	4.33%	1.84%

Detail of Cost
White Bros., Contractor

Labor:

Labor	$334,735.02	
Labor Insurance	22,427.25	
Health & Welfare	972.65	
		$358,134.92

Purchased Materials:

18" Concrete Pipe	3,796	Lin. Ft.	at	$1.89	$ 7,174.44	
24" " "	660	" "	"	2.69	1,775.40	
36" " "	165	" "	"	5.36	884.40	
18" Extra Str. Conc. Pipe	150	" "	"	2.23	334.50	
24" " " " "	945	" "	"	3.24	3,061.80	
30" " " " "	204	" "	"	4.65	948.60	
12" Concrete Pipe	306	" "	"	0.86	263.16	
8" " " , Perf.	1,235	" "	"	0.53	654.55	
72" Corr. Metal Pipe	136	" "	"	26.60	3,540.00	
Concrete Sight Posts	100	Each	"	4.95	494.72	
3"-0" Rock	88,351.5	Cu. Yd.	"	0.60	53,010.90	
3/4"-0" Rock	22,006	" "	"	1.55		
			and	$1.75	36,042.50	
3/8"-0" Backfill Rock	268	Cu. Yd.	at	1.75	469.00	
Materials in Fence					272.71	
Cr. Rock in Stockpile	2,050.7	Cu. Yd.	"	3.00	6,152.10	
						115,078.78

Equipment Rental & Misc.:

Owned Equipment	$247,804.50	
Rented Equipment	15,678.14	
Gas, Oil & Grease	58,953.36	
Explosives	16,699.50	
Bond	6,529.96	
P.L. & P.D. Insurance	4,184.19	
Home Office & General Overhead	26,119.83	
Small Tools & Misc. Supplies	11,139.35	
		387,108.83

Total Cost........................ $860,322.53

Detail of Cost
J. C. Compton Co., Contractor

Labor:		
Labor	$32,732.15	
Labor Insurance (Incl. H & W)	2,759.14	
		$ 35,491.30
Permanent Materials:		
Aggregate for A.C. Mix at $1.55/Cu. Yd.	$43,561.40	
3/4"-0" in Base & Binder Course	4,965.30	
Aggregates in Shoulder Oiling	3,220.00	
85-100 Asphalt at $22.50/Ton	41,894.57	
150-200 Asphalt at $22.50/Ton	2,362.28	
RC-3 Asphalt at $24.50/Ton	6,757.80	
RS-1 " " $25.75/Ton	799.28	
Freight on Asphalt at $6.20/Ton	14,688.30	
A.C. Mix Purchased (For Traffic Markers)	208.83	
		118,457.76
Equipment Rental & Misc.:		
Owned Equipment	$20,208.28	
Hired Trucks	20,691.76	
Rented Equipment	3,009.87	
Gas, Oil & Grease	5,499.61	
PS-300 Fuel	3,872.02	
Bond	1,699.20	
P.L. & P.D. Insurance	406.25	
Home Office & General Overhead	6,796.78	
Small Tools & Misc. Supplies	806.27	
		62,990.04
Total Cost		$216,939.10

Breakdown of A.C. Paving Cost

	Quantity	Unit	Unit Cost	Total Cost
Move In & Set Up	30,965.2	Ton	$0.144	$ 4,468.65
Feed Plant	"	"	0.090	2,773.49
Aggregate (Including Haul)	"	"	2.091	64,756.07
Asphalt (Including Freight)	"	"	1.797	55,653.22
Heat & Mix	"	"	0.705	21,821.69
Haul to Street	"	"	0.475	14,721.33
Street Work	"	"	0.577	17,861.94
Total	30,965.2	Ton	$5.879	$182,056.39

Plant operated 202½ hours, produced 152.9 tons per hour.

Remarks:

This was a "Federal Aid Project" for the grading and paving of 5.71 miles of the relocated Pacific Highway near Oakland and Sutherlin in Douglas County. Bids were opened on May 26th, 1952, and the contract was awarded to White Bros. Co. of Walla Walla, Washington.

The contractor started work on July 9th, 1952, clearing with two TD-18 dozers and a TD-24 dozer opening cuts for the grading equipment. A crew of six laborers worked on the clearing, which consisted of brush, scrub oak and madrona. This clearing crew worked intermittently until the clearing was completed in December 1952. The bid price afforded the contractor a good profit on this item.

The common excavation was moved with two crawler tractors with scrapers, three Wooldridge terra-cobras, a TD-24 push tractor and a TD-18. This equipment moved dirt very satisfactorily until weather closed the job down early in November 1952. Where rock was encountered it was drilled with one wagon drill and from one to four jackhammers powered by a 500, a 315, a 210 and 105 CFM compressor. The shot material was loaded into 12 cu. yd. dump trucks and spread on the fill by a TD-18. Work continued on this job until the week before Christmas 1952 and started again in April 1953. A small drill crew worked intermittently during the winter. The grading work continued during the summer of 1953 using the shovel and trucks, with a TD-24 and can and a blade finishing the roadway and slopes. A series of slides in the summit section near Station 1735 caused the contractor considerable trouble, and the moving back in to remove these slides proved to be expensive. The excavation, except for these slides, was completed in September 1953. A loss on this item caused the contractor to show only a small profit on the job.

The base rock was purchased from Walling's plant east of Oakland and from the Roseburg Sand & Gravel Co. plant east of Wilbur. The rock needed on service roads before July 1st, 1953 was hauled in hired trucks, but when the main part of the work started the contractor brought in six new International 8 cu. yd. butane-powered trucks of his own. The purchase price included loading, and the rock was spread on the grade by a TD-18 dozer and an Adams blade. Some trouble was experienced in obtaining suitable coarse material, but after the supplier started washing suitable material was furnished.

The oiling and paving on the job was subcontracted to the J. C. Compton Co. of McMinnville. The oiling crew came in on June 16th, 1953 and placed binder on the access road south of Sutherlin on June 16th and 17th, then moved out. The oiling crew moved back in again on June 21st, 1954 and started placing the binder course on the main line. The binder course was completed on July 12th.

The paving aggregate was purchased from the Roseburg Sand & Gravel Co. and was hauled to the plant setup site near Station 1895 in hired trucks. The 4,000# batch Madsen hot plant started moving in on July 14th, 1954, and production started on July 21st. The material was hauled to the road in five of the contractors own 8 cu. yd. trucks and five hired trucks, spread by two Barber-Greene pavers and rolled by an 8-ton tandem and a 12-ton, 3-leg tandem roller. The plant operated 202½ hours and produced 152.9 tons per hour net. The paving was completed on August 18th, 1954, and traffic was allowed on the road on August 19th.

189 (11)

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 20, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3749	25-Final	White Bros. Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7357	R-120912	$ 33,141.53	4/20/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **July 31, 1954**

Time Extensions: **to Aug. 31, 1954 without penalty**

Completion Date: **Aug. 30, 1954**

Date Accepted: **Jan. 18, 1955**

Penalties: **None of record**

Claims: **We have on record a claim filed by Specialized Parts & Equipment in the amount of $370.41. The Surety Company has been notified in usual manner.**

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

NOTED ON CARD

RECEIVED
APR 5 1955
FOR FILING

LE-189 (II)
3749

April 5, 1955

REGISTERED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 3749 for work performed on the Oakland Jct.-Deady Unit, Chenoweth Park-Deady Section of the Pacific Highway in Douglas County was completed by the contractor, White Bros. Co., on August 30, 1954 and was formally accepted by the Highway Commission on January 18, 1955.

Final payment in the amount of $33,141.53 will be released to the contractor on or after April 15, 1955. The total contract amount is $1,097,410.32, of which amount $5,241.33 represents force account items.

There is a claim filed against this project by Specialized Parts & Equipment for equipment parts and labor in the amount of $370.41, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD

RECEIVED
FEB 7 1955
FOR FILING

St. 187(a)
3749

February 4, 1955

REGISTERED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to White Bros. Co. on contract No. 3749, covering the Oakland Junction-Deady Unit, Chenoweth Park-Deady Section of the Pacific Highway in Douglas County. This payment, in the amount of $13,799.72, will be released to the contractor on or after February 14, 1955. The retained percentage is $32,915.53.

There is a claim filed against this project by the Specialized Parts & Equipment Co., for equipment parts furnished and labor, in the amount of $370.41, of which you have been previously notified.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Form E-1—10M

BF I - 184 (1)

9

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 29, 1955

Section Oakland Junction - Deady

Kind of work Grading and Paving

Highway Pacific

Section prefix 10-1057

Contractor White Bros. Co.

Contract number 3749

Date of contract July 9, 1952

Date of completion July 31, 1954

Date work started July 9, 1952

Estimated date of completion August 30, 1954

Project authorization $1,302,570.25

Exclusive of Engineering $1,209,544.81

Per cent of time elapsed Completed %

Estimated cost of completed project, exclusive of engineering $1,149,854.19

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization $93,025.44

Engineering cost to date $78,711.94, 85 %

Date project was completed August 30, 19

General information covering progress of work by party and by contractor, important development, instructions from Division Engineers, exchanges in personnel of party, etc.:

Submitted Semi-final estimate to Division office Tuesday.

NOTED
H. G. SMITH

NOTED
OSCAR CUTLER

NOTED
B. A. MARTIN

RECEIVED
JAN 31 1955
OFFICE OF
CONSTRUCTION ENGINEER

Signed R. D. [illegible]

Address Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 77080

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.70	5.70			5.70
Miles partially completed					
Miles completed	5.70	5.70			5.70
Total estimated quantities	810,000	110,971	2050.7		30,965
Estimated quantities moved or placed to date	810,000	110,971	2050.7		30,965
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
NOV 24 1954
FOR FILING

BPR-184(11)
3741

Lewis 8

November 23, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

We acknowledge with thanks your letter of November 18 to which was attached three copies of a claim filed with your office by Dillard Motor Company, Inc., against White Brothers Company for equipment parts and labor furnished for State Highway Contracts Nos. 3749 and 3876. The claim is in the sum of $370.41 and bears your file No. 3466.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm 11/22

TED ON CARD
11-23-54

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

November 18, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from J. F. Dillard, President, Specialized Parts & Equp. Co., 312 N. Stephens Street, Roseburg, Oregon, and filed as of this date, a notice of claim by Specialized Parts & Equipment Co., division of "Si" Dillard Motor Co., Inc., for equipment parts & labor (said parts being of a class (4) type, parts not returnable to the factory and not normally carried in stock and ordered specifically for and at the request of the contractors agent) in the sum of $370.41 against the bond taken from White Brothers Company and The General Casualty Company for the work of highway construction known as contract #3749 and contract #3876.

Our file No. 3466.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk, Notarial Division

NF:K
Enc.

[illegible]
11-19-54

RECEIVED
NOV 24 1954
FOR FILING

3749

File

Lewis

November 23, 1954

General Casualty Company of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Dillard Motor Company, Inc., against White Brothers for equipment parts and labor furnished to the contractor on State Highway Contracts Nos. 374[illegible] for grading and paving the Oakland Junction-Deady Unit of the Chenoweth Park-Deady Section of the Pacific Highway in Douglas County and 3876 for grading the Deady-Winchester Unit of the Deady-Shady Section on the Pacific Highway also in Douglas County. This claim is in the amount of $370.41.

We furnish this information as your company appears as surety on the performance bonds furnished with the above mentioned contracts. The claim is not split as to the amount applicable to each contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAW:mdm 11/22
Attach.

cc - White Bros. Co.
Third and Sumach Streets
Walla Walla, Washington

NOTED

11-23-54

COPY

SPECIALIZED PARTS & EQUIPMENT
312 N. Stephens Street
Telephone 3-4426

ROSEBURG, OREGON

November 17, 1954

To the State of Oregon:

Notice is hereby given that the undersigned, Specialized Parts & Equipment Co., division of "Si" Dillard Motor Co., Inc., has a claim for equipment parts & labor (said parts being of a class (4) type, parts not returnable to the factory and not normally carried in stock and ordered specifically for and at the request of the contractors agent) in the sum of $370.41 against the bond taken from White Brothers Company and The General Casualty Company for the work of highway construction known as contract #3749 and contract #3876.

"Si" Dillard Motor Co., Inc.
Specialized Parts & Equip. Co.

J. F. DILLARD
J. F. Dillard, President

ENDORSED
File No. 3466
Filed--November 18, 1954
EARL T. NEWBRY, Secretary of State

RECEIVED
NOV 15 1954
FOR FILING

[illegible]
-277

November 8, 1954

White Bros. Co.
3rd & Sumach Streets
Walla Walla, Washington

Gentlemen:

The State Highway Commission at its meeting held on October 28, 1954 had under discussion your request for an extension of time, from July 31, 1954 to August 31, 1954, within which to complete your contract No. 37[illegible], covering the Oakland Junction-[illegible]eady Unit, [illegible]noweth Park-[illegible]eady Section of the Pacific Highway in Douglas County.

We are pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

[illegible]. B. Glaisyer, Secretary
[illegible]

By
Lloyd [illegible]ery, Assistant Secretary

gl

cc: Tom Edwards,
Division Engineer

Raymon Asburry,
Resident Engineer

[illegible] [illegible] Smith,
Construction Engineer

RECEIVED
OCT 14 1954
FOR FILING

October 13, 1954

Request for extension of time
No. 19
October 28 and 29 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from White Brothers for an extension of time on the Oakland Junction-Deady Section, Contract No. 3749, from July 31, 1954 to August 31, 1954.

Extreme wet weather delayed the operation of the subcontractor, J. C. Compton Company, on the paving of other jobs and slowed his schedule approximately one month. Due to the fact that this was the only available plant capable of handling a job of this size and it was practically impossible to get the work done within the time limit, I recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

Enclosure

cc Mr. H. G. Smith

RECEIVED
OCT 6 - 1954
FOR FILING

pi 189 (11)

October 4, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Oakland Junction-Deady Section, Contract No. 3749, Oregon BFI-189 (11), from July 31, 1954 to August 31, 1954, to White Brothers, contractors.

Extreme wet weather delayed the operation of the subcontractor on the paving of other jobs and slowed his schedule approximately one month. Due to the fact that this was the only available plant capable of handling a job of this size and it was practically impossible to get the work done within the time limit, I recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

EAP:

cc Mr. H. G. Smith

RECEIVED
OCT 21 1954
FOR FILING

[illegible]
[illegible]

Mrs Lewis

September 28, 1954

Specialized Parts & Equipment
312 North Stephens Street
Roseburg, Oregon

Attention: Mr. R. A. Hennessey

Gentlemen:

This is in reply to your letter of September 23rd concerning a bill owed to you by White Brothers Company in the amount of $370.41 for equipment parts.

White Brothers have been awarded two contracts in your vicinity -- one known as Contract No. 3749 for work on the Oakland Junction-Deady Unit and the other known as Contract No. 3876 for work on the Deady-Shady Section. Both of these sections are on the Pacific Highway and are in Douglas County. Contract No. 3876 was completed August 14, while Contract No. 3749 is still uncomplete.

The General Casualty Company, 302 Lewis Building, Portland 4, furnished the performance bond for both of these contracts. These bonds assure completion of the work and payment of all bills incurred in the contracts.

If you wish to protect you claim for a period longer than six months following completion and acceptance of these contracts, it is suggested that you file your claim with the Secretary of State. We have attached excerpts from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

NOTED ON CARD

9-28-54

Mrs Lewis

September 28, 1954

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Specialized Parts and Equipment Company, 312 North Stephens Street, Roseburg, in which they state that White Brothers Construction Company owes them the sum of $370.41 for equipment parts. They claim that these are parts which they were requested to purchase by the contractor and not returnable to the factory with the understanding that the contractor would pay for all of the parts purchased.

The claim apparently pertains to two contracts — No. 3876 for work on the Deady-Winchester Unit and No. 3749 on the Oakland Junction-Deady Unit. Both of these units are on the Pacific Highway in Douglas County.

We provide this information as your company appears as surety on the performance bonds furnished with the two contracts mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Mansfield and Company
302 Lewis Building
Portland 4, Oregon

White Bros. Co.
3rd & Sumach Streets
Walla Walla, Wash.

[illegible]

SPECIALIZED PARTS & EQUIPMENT
312 N. STEPHENS STREET
TELEPHONE 3-4426

ROSEBURG, OREGON

1419
4876

September 23, 1954

State Highway Commission
Salem, Oregon

Re: White Bros. Construction Co.

Gentlemen:

This is to bring to your attention a bill owed to us by the above named contractor in the amount of $370.41; a bill which they have refused to honor.

This bill was contracted for by the equipment superintendent of the above contractors and consists of class (4) parts (Parts not returnable to the factory and not normally carried in stock) which he requested that we carry in stock for the servicing of their equipment.

We agreed to carry the specified parts with the stipulation that they would purchase all of the these specified parts that remained when their job was completed or when their equipment was moved on. This they agreed to do.

It is now evident that the above company does not intend to live up to their agreement, and therfor, we would like to have you advise us in this matter.

Sincerely yours,
Specialized Parts & Equipment Co.

R. A. Hennessey
R. A. Hennessey-~~Secretary~~

RECEIVED
SEP 24 1954
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

[illegible]

9-23-54

RECEIVED
SEP 29 1954
FOR FILING

September 28, 1954

COPY

Specialized Parts & Equipment
312 North Stephens Street
Roseburg, Oregon

Attention: Mr. R. A. Hennessey

Gentlemen:

This is in reply to your letter of September 23rd concerning a bill owed to you by White Brothers Company in the amount of $370.41 for equipment parts.

White Brothers have been awarded two contracts in your vicinity -- one known as Contract No. 3749 for work on the Oakland Junction-Deady Unit and the other known as Contract No. 3876 for work on the Deady-Shady Section. Both of these sections are on the Pacific Highway and are in Douglas County. Contract No. 3876 was completed August 14, while Contract No. 3749 is still uncomplete.

The General Casualty Company, 302 Lewis Building, Portland 4, furnished the performance bond for both of these contracts. These bonds assure completion of the work and payment of all bills incurred in the contracts.

If you wish to protect your claim for a period longer than six months following completion and acceptance of these contracts, it is suggested that you file your claim with the Secretary of State. We have attached excerpts from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

October [illegible], 195[illegible]

General Casualty Company of America
[illegible] S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Specialized Parts and Equipment Company, 3[illegible] North Stephens Street, Roseburg, in which they state that White Brothers Construction Company owes them the sum of $3[illegible] for equipment parts. They claim that these are parts which they were requested to purchase by the contractor and not returnable to the factory with the understanding that the contractor would pay for all of the parts purchased.

The claim apparently pertains to two contracts — No. 3[illegible] for work on the [illegible]-Winchester unit and No. 3[illegible] on the Oakland Junction-[illegible] unit. Both of these units are on the Pacific Highway in Douglas County.

We provide this information as your company appears as surety on the performance bonds furnished with the two contracts mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]:

cc - [illegible] and Company
[illegible] Building
Portland 4, Oregon

White Bros. Co.
[illegible] Beach Streets
Walla Walla, Wash.

RECEIVED
SEP 29 1954
FOR FILING

[illegible] 1-7 (11)
3749

files F

September 23, 1954

General Casualty Co.
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to White Bros. Co. a portion of the funds heretofore retained by the Commission on contract No. 3749, covering the Oakland Junction-Deady Unit, Chenoweth Park-Deady Section of the Pacific Highway in Douglas County.

This payment, in the amount of $113,791.80, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $32,090.87. The present payment will be released on or after October 4, 1954.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

ORLGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
9-23-54

RECEIVED
SEP 10 1954
FOR FILING

September 9, 1954

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 30, 1954 on Contract No. 3749, Oakland Junction-Deady Unit, Chenoweth Park-Deady Section, in Douglas County, in connection with Federal Aid Project No. BFI-189 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:dw

cc: John Cattrall

RECEIVED
FOR FILING

FORM E30—80M—4-54—74366
[illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

August 24, 1954
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

The Oakland Junction-Deady Section of the Pacific Highway in Douglas County is being opened at 11 a.m. August 24, 1954.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. W. Stiffler
E. A. Collier
Tom Edwards

RECEIVED
AUG 24 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

FORM E-30 25M 9-51 62316

2141

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 9, 1954

10-1057

To: Forrest Cooper
Assistant Construction Engineer

SUBJECT:

NOTED
W. C. WILLIAMS

Dear Sir

Reply is made to your letter of February 2 concerning underrun on Oakland Junction-Deady Section of the Pacific Highway.

This section is in stable ground and the final excavation quantity will be only slightly over the net quantity of the plans. Also, sub grade reinforcement materials were available at places other than originally anticipated with a resultant decrease in hauling.

At present, it appears the major item of underrun on the contract will be as follows:

General Excavation 70,000 cu. yd. at $.55	$38,500.00
Short Overhaul 256,000 yd. Sta. at $01	2,570.00
Long Overhaul 58,000 cu. yd. Sta. at $.50	29,000.00
Class B Asphaltic Concrete 3,000 tons at $6.00	18,000.00
	$88,070.00

Very truly yours

Tom Edwards
Division Engineer

TE:ri

RECEIVED
FEB 10 1954

RECEIVED
NOV 18 1953
FOR FILING

November 17, 1953

Mr. Ray B. Compton
Law Offices
Roseburg, Oregon

COPY

Dear Mr. Compton:

White Brothers Company, Third and Sumac Streets in Walla Walla, Washington, hold two state highway contracts. Contract No. 3876 is for grading on the Deady-Winchester Unit of the Deady-Shady Section of the Pacific Highway in Douglas County. Contract No. 3749 is for grading and paving on the Oakland Junction-Deady Unit of the Chenoweth Park-Deady Section of the Pacific Highway in Douglas County. Neither of these contracts are completed.

We do not know which contract was involved in the injury to your client, but we can assure you that both contracts come under the State Industrial Accident Law as such coverage is required in all state highway contracts. We do not know what company furnishes the contractor's liability insurance, but the bond furnished for performance and payment of bills incurred during execution of the contract was furnished by General Casualty Company of America through Mansfield and Company, 302 Lewis Building, Portland 4, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

Law Offices
Ray B. Compton
Roseburg, Oregon

November 12, 1953

C
O
P
Y

State Highway Commission
Salem, Oregon

Gentlemen:

I have a client who was injured while working for White Brothers Construction Co., Inc, who had a contract for a portion of the Highway #99 relocation.

I would like to know if your records show who carried employer's liability insurance on the White Brothers Construction Co., Inc., if indeed they were under the employers' liability act, or, if not, whether your records show whether they were under State Industrial Accident coverage.

Yours very truly,

/s/ Ray B. Compton

Ray B. Compton

RBC/m

RECEIVED
FOR FILING

[illegible]

3741

October 21, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

I have delayed replying to your letter of September 11 having reference to high plasticity index in base course materials being placed on Oregon Project BFI-189 (11), Oakland Junction-Deady Section, until I could get more data from the field. The Division Engineer has been constantly striving to obtain a 100 per cent satisfactory product from the source being used, but has not been entirely successful. He has, therefore, ordered the contractor to take no more material from the source until a satisfactory product can be obtained.

For your files, I attach hereto a copy of a letter from Tom Edwards, addressed to Forrest Cooper, which I believe you will find self-explanatory.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

Enclosure

cc Mr. H. G. Smith

FORM E-30X 25M 6-51 80116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 16, 1953

SUBJECT:

To:
Forrest Cooper
Assistant Construction Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

Reply is made to your letters of October 7 and October 12 concerning reject samples of surface material on the Oakland Junction-Deady project. I have had prepared a summary of the test submitted and advise as follows:

This material was tested by samples 1, 2, 3 and 4 as shown on the attached chart, all of which indicates a suitable material. Operations of surfacing were in progress when sample No. 5 was received. Sample No. 5 was taken when operations were changed from the upper lift of the Roseburg Sand and Gravel Company Bar to the lower lift. The lower lift appeared to be better material, but immediately upon receipt of sample No. 5 the contractor was advised that no more material would be taken from the lower lift without scrubbing and washing. However samples 6,7,8,9, and 10 were intransit, and represented material which had gone on the road subsequent to submitting of sample No. 5, but prior to receipt of test reports in this office. The operations were moved back to the upper lift of the bar and materials represented by samples 11, 12, 13, 14, 15, 16, 17 and 18 were placed on the road. However, it was believed that the material was borderline, and on September 16 we accordingly set up a system of testing in our own laboratory in order that the material might be tested daily as applied rather than being at the mercy of the 10 day lag from the time samples are taken until reports are available. A statement of the comparative tests are attached.

Sample No. 19, 20, 21 were received indicating material barely on the reject side and sample No. 22 barely passing. Immediately upon receipt of these samples the contractor was advised that no more material would be taken from the bar without scrubbing and washing, either from the high or low lift.

I have discussed this matter with Engineer of Material Harra, who advises me that the discrepancy in the tests are probably due to the technique of our lab man. I have, accordingly, assigned him to the Salem laboratory for further instruction and schooling. On the basis of the tests being supplied by our lab man samples 19 through 27 represented materials placed on the road from a stockpile of material supposedly

NOTED
FORREST COOPER

FORM E-30X 25M 6-51 50116

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

SUBJECT:

To:

represented by samples 1, 2, 3 and 4.

In summary, we have made a definite attempt to place a satisfactory material on the road. In each instance when a reject sample report reached this office from the laboratory immediate action was taken to stop that particular operation and to provide a better class of material. At present we have advised the contractor that no more material for any purpose whatsoever will be taken from the Roseburg Sand and Gravel Bar unless and until a scrubbing and washing unit is incorporated in the plant's setup.

You will note from the attached chart that of the 27 samples taken 14 were passing, 5 might be called borderline and 9 were definitely rejected. Not all 9 of these samples represent material placed on the road, some being check samples only.

Very truly yours,

Tom Edwards
Tom Edwards
Division Engineer

TE:jb

Encl.

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1953

SUBJECT: Assignment No. 4502

To:
Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

Re assignment #4502 I wish to advise that this matter has been referred to the field and I attach herewith a copy of Mr. Edwards' report which I believe fully covers the matter brought up in Mr. Polk's letter to you dated September 11, 1953.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js

Encl.

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SEP 28 1953
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E 30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 21, 1953

To:
H. G. Smith
Construction Engineer

SUBJECT:

Attention: Forrest Cooper

Dear Sir

Reply is made to your letter of September 15th concerning material with excess PI being used on the Oakland Junction-Deady Section of the Pacific Highway.

A number of previous tests have been made on this material, all of which showed the material as being suitable. During the past winter a considerable amount of it was produced by the contractor and stockpiled. We have had no rejects or excess PI lab reports on the material that was produced last winter. Investigation reveals that recently the material was taken from the bar and processed through the plant directly in the trucks to transport to the job. In order that this operation would be successful, the contractor reduced the amount of water used in washing over that used during the past winter. Also, he began removing the second lift from the bar which brought up the material lying directly over the bed rock in the bottom. This material has been objectionable.

Our immediate action on receiving the first lab report indicating excess PI was to move the shovel from the low lift in the bar and [illegible] succeeding tests that have gone in indicating excess PI, were from material that had been placed in the lower lift of the base on the project while the samples were in transit.

I informed the Resident Engineer and the commercial producer supplying the rock that the balance of the material in the stockpile consisting of about 10,000 yards would be taken for base after checking both in the local lab and in the Salem lab for excess PI and that all further material taken from the bar must be washed and scrubbed.

Very truly yours

Tom Edwards

Tom Edwards
Division Engineer

RECEIVED
[illegible]
OFFICE OF
CONST [illegible]

TE:rw

No. 4582
By

ASSIGNMENT

ber 14, 1953

scription: **Letter of September 11 by Mr. Polk regarding test reports of 3" - 0" materials, Oakland Junction-Deady Section**

Acknowledged by _____ Referred to ___**Cooper** ✓________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for ______________________ signature
____
____

Assignment executed 9-28-53 me Report received ________

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

September 11, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Re: Oregon Project BFI-189(11)
Oakland Junction-Deady Section

Dear Sir:

It has been noted that some test reports of the 3"-0" materials used, or proposed for use, in the construction of the base course on subject project have been judged to be unsatisfactory due to high plasticity index.

As the product is apparently being obtained from a commercial source, mentioned as a prospective source of materials in the proposal, and as the contractor was advised, previous to bid submission that "No material will be accepted from any of them" (prospective sources) "that does not conform fully with all specified quality and size requirements," it is, no doubt, not being used in the construction of the base course.

Kindly advise if our assumption is correct.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

NOTED
FORREST COOPE

Form E-61-1[illegible]

FOR FILING

EGON STATE HIGHWAY DEPART NT
Materials Division

LABORATORY REPORT

Project	Oakland Jct.-Dendy				
Highway	Pacific			Prefix No.	10-1057
Contractor	White Bros. Co.			County	Douglas
Submitted by	R. D. Asburry	Contract No.	3749	F. A. Project No.	BFI-189(11)
				Date reported	Oct 9 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Retager bar 3 mi. east of Wilbur

To be used Base

Sampled at stockpile at bar

Sampled by H. Brownson

Date received Oct 8 1953

Quantity represented

TEST RESULTS

Laboratory No. 320330

Data Sheet No. 98839

Type of material Gravel 3"-0

Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	7.1	7.1	
1½	14.5	21.6	
1	17.7	39.3	
3/4	6.8	46.1	
1/2	7.7	53.8	
1/4	10.9	64.7	
10	9.3	74.0	
40	12.5	86.5	
P40	13.5	13.5	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	5	%
Manufactured fines		%
Liquid limit: Natural fines	25	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Edwards
- x Resident Engineer Asburry
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams

G W Har

Engineer of Materials

State Printing [illegible]

EGON STATE HIGHWAY DEPART NT
Materials Division

LABORATORY REPORT

Project	Oakland Jct.-Boady	Prefix No.	10-1057
Highway	Pacific	County	Douglas
Contractor	White Bros. Co. Contract No. 3749	F. A. Project No.	BFI-189(11)
Submitted by	R. D. Asburry	Date reported	Oct 6 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material: Metzger Bar, 3.0 mi. east of Wilbur on N. Umpqua River
Sampled at: Stockpile at Bar
To be used: Base surf.
Sampled by: H. Bronson
Date received: Oct 5 1953
Quantity represented:

TEST RESULTS

Laboratory No. 319969
Data Sheet No. 98837
Type of material: Cr. Gravel 3"-0
Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	11.9	11.9	
1½	10.9	22.8	
1	4.9	27.7	
3/4	5.3	33.0	
1/2	8.6	41.6	
1/4	11.9	53.5	
10	16.8	70.3	
40	16.8	87.1	
P40	12.9	12.9	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	7	%
Manufactured fines		%
Liquid limit: Natural fines	23	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess . I. Excess passing ¼".

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Edwards
x Resident Engineer Asburry
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams

Engineer of Materials

State Printing [illegible]

EGON STATE HIGHWAY DEPART NT
Materials Division

LABORATORY REPORT

Project Oakland Jct.-Deady
Highway Pacific
Contractor White Bros. Co.
Submitted by R. D. Asburry
Contract No. 3749
Prefix No. 10-1057
County Douglas
F. A. Project No. BFI-189(11)
Date reported Oct 6 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Metzger Bar, 3.0 mi. east of Wilbur on N. Umpqua River
Sampled at stockpile at bar
To be used Base surf.
Sampled by H. Bronson
Date received Oct 5 1953
Quantity represented

TEST RESULTS

Laboratory No. 319970
Data Sheet No. 98838
Type of material Cr. Gravel 3"-0
Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	2.3	2.3	
1½	5.0	7.3	
1	10.0	17.3	
3/4	6.6	23.9	
1/2	11.6	35.5	
1/4	13.7	49.2	
10	16.6	65.8	
40	19.6	85.4	
P40	14.6	14.6	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	7	%
Manufactured fines		%
Liquid limit: Natural fines	21	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P. I. Excess passing ¼".

TEST REPORT DISTRIBUTION:

x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Edwards
x Resident Engineer Asburry
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams

Engineer of Materials

State Printing

EGON STATE HIGHWAY DEPART NT
Materials Division

LABORATORY REPORT

Project	Oakland Jct.-Deady			Prefix No.	10-1057
Highway	Pacific			County	Douglas
Contractor	White Bros. Co.	Contract No.	3749	F. A. Project No.	FI-189(11)
Submitted by	R. D. Asburry			Date reported	Oct 6 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Metzger Bar, 3.0 mi. east of Tiller on S. Umpqua River

Sampled at

To be used Base surf.

Sampled by H. Brownson

Date received Oct 5 1953

Quantity represented

TEST RESULTS

Laboratory No. 319971

Data Sheet No. 98836

Type of material Cr. Gravel 3"-0

Screen opening: To ¼": Sq. ; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	4.7	4.7	
1½	8.6	13.3	
1	7.5	20.8	
3/4	7.5	28.3	
1/2	9.7	38.0	
1/4	14.7	52.7	
10	18.3	71.0	
40	18.6	89.6	
P40	10.4	10.4	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	7	%
Manufactured fines		%
Liquid limit: Natural fines	21	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P. I. Excess passing [illegible]".

TEST REPORT DISTRIBUTION:

x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Edwards
x Resident Engineer Asburry
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams

Engineer of Materials

State Printing 86226

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FORM E-30 25M 9-51 82319

BFI-167(11)

3747

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 7, 1953

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

This morning a bunch more sour lab reports have hit my desk on the Oakland Junction-Deady Section.

This matter is getting highly embarrassing.

We have had considerable correspondence and discussion in the past and your recent letter assured us that proper steps had been taken to correct this condition. This matter has also been made the subject of a letter from the Bureau of Public Roads.

Please take whatever action is necessary immediately to correct this condition.

May we have a report.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

RECEIVED
FOR FILING

FORM E-30 25M 9-51 62316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 5, 1953

SUBJECT:

To: Forrest Cooper
Ass't. Construction Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

As explained in my recent letter concerning base material for the Oakland Junction - Deady Project we had not had any reject samples from material produced during the winter season and stockpiled the reject materials became evident when a new lift was started in the bar.

I inspected the stock pile material and advised the contractor that he could proceed to use that material but that any further material taken from the bar would have to be washed. Upon receipt of a reject sample from the stock pile site, I immediately stopped taking surfacing from that site. I have advised the contractor that all further material must be washed.

Very truly yours,

Tom Edwards

Tom Edwards
Division Engineer

TE:db

cc: W. C. Williams

RECEIVED
OCT 6 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
FORM E-30 25M 8-51 82315

3049

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1, 195[illegible]

To:
Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

SUBJECT:

NOTED
W. C. WILLIAMS

Dear Sir:

It has come to my attention that we are still getting unsuitable lab reports on the Oakland Junction-Deady project.

Please take the necessary steps to see that this material is made to conform with the specifications, and give us a report on what you have done.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

Form E-61—15M—3-53

GON STATE HIGHWAY DEPART T
Materials Division

LABORATORY REPORT

NOTED
W. C. WILLIAMS

EFI-139(1)

3749

Project Oakland Jct.-Reedy
Highway Pacific
Contractor White Bros. Co.
Submitted by R. E. Asburry

Contract No. 3749

Prefix No. 10-1057
County Douglas
F. A. Project No. RFI-139(11)
Date reported Sept. 30, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Metzer Bar, 3.0 mi. east of Wilbur, N. Umpqua River
Sampled at Stockpile at Bar
To be used Base Surfacing
Sampled by H. Bronson
Date received Sept. 28, 1953
Quantity represented 2000 c.y.

TEST RESULTS

Laboratory No. 339428
Data Sheet No. 98832
Type of material Gravel 3"-0"
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	6.4	6.4	
1½	7.0	13.4	
1	20.7	34.1	
3/4	8.2	42.3	
1/2	9.5	51.8	
1/4	13.1	64.9	
10	11.6	76.5	
40	12.5	89.0	
Pass	11.0	11.0	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler
Specific gravity (Le Chatelier)
Unit weight, dry rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Fineness factor
Sodium sulfate test, per cent loss
Asphalt stripping: Natural fines
Manufactured fines
Plasticity index: Natural fines 5 %
Manufactured fines %
Liquid limit: Natural fines 29 %
Manufactured fines %

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Edwards
- x Resident Engineer Asburry
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams

Engineer of Materials

State Printing 06226

Form E-81—1897—3-53

GON STATE HIGHWAY DEPART T
Materials Division

LABORATORY REPORT

Project Oakland Jct.-Ready
Highway Pacific
Contractor White Bros.,Co.
Submitted by R. J. Asburry

Contract No. 3749

Prefix No. 10-1057
County Douglas
F. A. Project No. BFI-189(11)
Date reported Sept 29 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Hetzer Bar, 3.0 mi. east of Wilbur N. Umpqua River
Sampled at Stockpile at Bar
To be used Base surf.
Sampled by H. Brownson
Date received Sept 28 1953
Quantity represented 2000 c.y.

TEST RESULTS

Laboratory No. 319475
Data Sheet No. 98834
Type of material Gravel 3"-0
Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	5.8	5.8	
1½	10.0	15.8	
1	9.7	25.5	
3/4	8.1	33.6	
1/2	10.4	44.0	
1/4	13.3	57.3	
10	15.9	73.2	
40	15.2	88.4	
P40	11.6	11.6	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	5	%
Manufactured fines		%
Liquid limit: Natural fines	25	%
Manufactured fines		%

NOTED
W. C. WILLIAMS

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:

x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Edwards
x Resident Engineer Asburry
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams

Engineer of Materials

State Printing 06226

GON STATE HIGHWAY DEPART T
Materials Division

LABORATORY REPORT

Project Oakland Jct.-Deady
Highway Pacific
Contractor White Bros. Co.
Submitted by R. D. Asburry
Contract No. 3749
Prefix No. 10-1057
County Douglas
F. A. Project No. BFI-189(11)
Date reported Sept 29 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Metzer Bar, 3.0 mi. east of Wilbur, N. Umpqua River
Sampled at Stockpile at Bar
To be used Base surfacing
Sampled by H. Brownson
Date received Sept 28 1953
Quantity represented 2000 c.y.

TEST RESULTS

Laboratory No. 319476
Data Sheet No. 98833
Type of material Gravel 3"-0
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	12.0	12.0	
1½	6.5	18.5	
1	12.4	30.9	
3/4	9.3	40.2	
1/2	10.0	50.2	
1/4	12.0	62.2	
10	12.7	74.9	
40	14.1	89.0	
P40	11.0	11.0	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	5	%
Manufactured fines		%
Liquid limit: Natural fines	25	%
Manufactured fines		%

NOTED
W. C. WILLIAMS

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Edwards
- x Resident Engineer Asburry
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams

Engineer of Materials

State Printing 06226

Form 2-61—15M—5-53

FI-18(11)

EGON STATE HIGHWAY DEPAR NT

Materials Division

LABORATORY REPORT

NOTED
W. C. WILLIAMS

Project	Oakland Jct.-Deady	Prefix No.	10-1057
Highway 3749	Pacific	County	Douglas
Contractor	White Bros. Co.	Contract No. 3749 F. A. Project No.	FI-189(11)
Submitted by	R. D. Asburry	Date reported	Sept 14 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material	Metzger bar 3 mi. E. of Wilbur on N. Umpqua R.	Sampled at	Sta. 783, 2nd left
To be used	Base	Date received	Sept 11 1953
Sampled by	H. Brownson	Quantity represented	

TEST RESULTS

Laboratory No. 317941

Data Sheet No. A-18492

Type of material Gravel 3"-0

Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	7.4	7.4	
1½	15.3	22.7	
1	12.6	35.3	
3/4	7.7	43.0	
1/2	7.4	50.4	
1/4	8.9	59.3	
10	12.6	71.9	
40	19.8	91.7	
P40	8.3	8.3	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	8	%
Manufactured fines		%
Liquid limit: Natural fines	38	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:

x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer [illegible]
x Resident Engineer Asburry
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams

Engineer of Materials

State Printing 06226

FORM F 30 25M 9-51 82311

BFI-189(11)

3749

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11, 1953

To:
Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

SUBJECT:

W. C. WILLIAMS

Dear Sir:

The Subcontract between White Brothers Company and J. C. Compton, covering items 19-25 inclusive, on the Oakland Junction-Deady contract #3749, Oregon BFI-189(11), is approved and you may so inform the interested parties.

Four copies of the Subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js
Encl.
cc W. C. Williams
2 - C. G. Polk

Form 2-61-15M-5-53

GON STATE HIGHWAY DEPART T

Materials Division

LABORATORY REPORT

FI-

Project: Oakland Jct.-[illegible]
Highway: Pacific
Contractor: White Bros. Co.
Submitted by: [illegible] Asburry

Contract No. 3749

Prefix No. 10-1057
County: Douglas
F. A. Project No. BFI-189(11)
Date reported: Sept 10 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material: Metzger Bar, 3.0 mi. east of Wilbur on N. Umpqua River
To be used: Base surf.
Sampled at: Sta. L2 1757
Sampled by: H. Brownson
Date received: Sept 9 1953
Quantity represented: 2000 c.y.

TEST RESULTS

Laboratory No. 317712
Data Sheet No. A-18490
Type of material: Gravel
Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	12.9	12.9	
1½	6.7	19.6	
1	13.5	33.1	
3/4	7.5	40.6	
1/2	9.6	50.2	
1/4	12.4	62.6	
10	8.8	71.4	
40	18.5	89.9	
-40	10.1	10.1	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	10	%
Manufactured fines		%
Liquid limit: Natural fines	34	%
Manufactured fines		%

NOTED
W. C. WILLIAMS

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Edwards
- x Resident Engineer Asburry
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams

Engineer of Materials

State Printing 00000

GON STATE HIGHWAY DEPART T
Materials Division

LABORATORY REPORT

Project Middle Unit, Princeton-Follyfarm
Highway Rome-Princeton
Contractor Diamond Tractor & Equip. Co. Contract No. 3857
Submitted by J. T. Burch

Prefix No. 113-1029
County Harney
F. A. Project No. S-53(4)
Date reported Sept 10 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Quarry M.P. 22.8
Sampled at Quarry
To be used Surfacing
Sampled by Joe F. Hayse
Date received Sept 10 1953
Quantity represented 500 c.y.

TEST RESULTS

Laboratory No. 317757
Data Sheet No. A-19245
Type of material Rejects
Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3/4	0	0	
1/2	.3	.3	
1/4	20.5	20.8	
10	39.6	60.4	
40	19.9	80.3	
P40	19.7	19.7	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler
Specific gravity (Le Chatelier)
Unit weight, dry rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Fineness factor
Sodium sulfate test, per cent loss
Asphalt stripping: Natural fines
Manufactured fines
Plasticity index: Natural fines 11 %
Manufactured fines %
Liquid limit: Natural fines 36 %
Manufactured fines %

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Parson
x Resident Engineer Burch
Dist. Maint. Supt.
Foreman
x Files
x [illegible]. C. Williams

Engineer of Materials

State Printing [illegible]

RECEIVED
FOR FILING

FORM K 30 25M 9-51 92315

[illegible]

5749

4471

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 9, 1953

SUBJECT:

To:
H. G. Smith
Construction Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

I am attaching hereto a copy of a letter from R. D. Asburry concerning a bad sample of 3"-0 material on the Oakland Junction-Deady Section of the Pacific Highway.

Very truly yours,

Tom Edwards
Division Engineer

By

C. T. Keasey
Office Engineer

CTK:db
Encl.

REFERRED TO
Williams
By Construction Engineer

RECEIVED
SEP 10 1953
OFFICE OF
CONSTRUCTION ENGINEER

No. 4491
By WCW

ASSIGNMENT

Date: **September 10, 1953**

Description: **Laboratory Report on Oakland Junction-Deady Section submitted by R. D. Asburry. Date reported Sept. 9.**

Acknowledged by _____ Referred to __**Smith** ✓__________

Investigate and report with recommendation
xxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________________ 1953 signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 9-10-53 Report received ________

Remarks: **These samples very ~~much~~ bad. Please take immediate action to correct.** WCW

These samples are the ones referred to in Asburry's letter forwarded to you today. HW

RDA/y

FORM E-30X 25M 6-51 80116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 9, 1953

SUBJECT: 3"-0 Material on 10-1057

To: Tom Edwards
Division Engineer

Dear Sir:

Your attention is called to Laboratory Report #317044, covering some 3"-0 material in base on the Oakland Junction-Deady Unit of the Chenoweth Park-Deady Section of the Pacific Highway. I cannot account for the high placticity index shown on this report, as the material, when spread on the road, looks no different from the other material placed. It might be that a bad sample was taken, although I am watching the material very closely.

I called Mr. Harra regarding this report, and he seemed to think that it was very much out of line with the rest of the material tests which have been submitted. I asked him to notify me immediately if the next samples indicated too high a placticity index.

The following is a list of all of the tests which have been submitted on the material coming from the same source as that reported in Laboratory Report #317044.

Date	Data Sheet No.	Lab. Report No.	P. I.	L. L.
Oct. 28, 1952	87751	296290	3	27
Nov 18, 1952	87752	297641	0	28
Nov. 19, 1952	87753	297734	0	28
Aug. 25, 1953	A-18486	316389	2	25
Aug. 27, 1953	A-18487	316697	2	28
Sept. 1, 1953	A-18488	317044	14	38

In addition to the above tests, I have submitted three more samples to the Laboratory as of this date.

On September 3, I took an additional sample of this material and gave it to Mr. Unger, who ran P. I. and L. L. tests on it with the following results: P. I. - 0; L. L. - 31. I also brought in an additional sample on the 8th, which is being tested at this time by Mr. Unger.

Very truly yours,

R. D. Asburry

R. D. Asburry
Resident Engineer

RDA/y

Form E-61—15M—5-53

GON STATE HIGHWAY DEPART T
Materials Division

LABORATORY REPORT

Project Oakland Jct.-Dendy
Highway Pacific
Contractor White Bros. Co.
Submitted by R. D. Asburry
Contract No. 3749
Prefix No. 10-1057
County Douglas
F. A. Project No. FI-189(11)
Date reported Sept 9 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Metzger Bar, 3.0 mi. east of Wilbur, N. Umpqua Hwy.
Sampled at Sta. 1768
To be used Base surfacing
Sampled by H. Brownson
Date received Sept 2 1953
Quantity represented 2000 c.y.

TEST RESULTS

Laboratory No. 317156
Data Sheet No. A-18489
Type of material Gravel 3"-0
Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	17.6	17.6	
1½	8.8	26.4	
1	8.8	35.2	
3/4	9.1	44.3	
1/2	8.8	53.1	
1/4	12.2	65.3	
10	9.8	75.1	
40	20.2	95.3	
-40	4.7	4.7	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	13	%
Manufactured fines		%
Liquid limit: Natural fines	37	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Excess P. I.

NOTED
H. G. SMITH

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
x Construction Engineer
x Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer
x Resident Engineer Edwards
x Dist. Maint. Supt. Asburry
Foreman
Files
x
x W. C. Williams

Engineer of Materials

State Printing 06236

—15M—5-53

GON STATE HIGHWAY DEPART T
Materials Division

LABORATORY REPORT

Project	Oakland Jct. - Deady			Prefix No.	10-1057
Highway	Pacific			County	Douglas
Contractor	White Bros., Co.	Contract No.	3749	F. A. Project No.	[illegible]-189(11)
Submitted by	R. W. Asburry			Date reported	Sept. 4, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Metzers Bar, 3.0 mi. east of [illegible] Umpqua R.

Sampled at Sta. L-1781

To be used Base Surfacing

Sampled by H. Bronnson

Date received Sept. 1, 1953

Quantity represented 2000 c.y.

TEST RESULTS

Laboratory No. [illegible]

Data Sheet No. [illegible]

Type of material Gravel 3"-0

Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	13.8	13.8	
1½	14.9	28.7	
1	15.2	43.9	
3/4	5.4	49.3	
1/2	6.8	56.1	
1/4	8.2	64.3	
10	9.6	73.9	
40	18.6	92.5	
Pass	7.5	7.5	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	14	%
Manufactured fines		%
Liquid limit: Natural fines	38	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Edwards
x Resident Engineer Asburry
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams

NOTED
FORREST COOPER

Engineer of Materials

State Printing 66226

Form PR 2 (Revised 1950)

H8 - 806

State Oregon

Federal Aid Bond Issue — Project No. BFI-189(11)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of March, 1953, by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 9th day of May, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of nine hundred thirty-six thousand, and 00/100 dollars ($936,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

~~(b) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1580+00 at the west boundary of the NE 1/4, Section 32, T-24-S, R-5-W, W.M. and survey station 1888+00 in the SE 1/4, Section 30. T-25-S, R-5-W, W.M., without exception, length 5.792 miles, in Douglas County, being Oregon Federal Aid Bond Issue Project No. BFI-189(11) consisting of 5.696 miles of roadway and six bridges, each of more than 20 feet clear span, 0.096 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of nine hundred thirty-six thousand and 00/100 dollars ($936,000.00), which does not exceed the authorized Federal pro rata share of one million, five hundred seven thousand, ninety-one and 85/100 dollars ($1,507,091.85), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11870-4

MAR 1 1953

Oregon State Highway Department Federal Aid Project No. BFI-189 (11)

OAKLAND JUNCTION-DEADY UNIT, CHENOWETH PARK-DEADY SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 22, 1952

Type Code 6201
4-Lane Roadway (Sta. 1580+00 to 1653+78)(Sta. 1722+00 to 1748+00)
(Sta. 1770+00 to 1822+50)(Contract No. 3749)

All Required		Clearing and Grubbing (41%)		$ 22,550.00
550	cu. yds.	Structural Excavation, Unclassified	$ 4.00	2,200.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
446,000	cu. yds.	General Excavation, Unclassified	0.55	245,300.00
1,724,000	yd. sta.	Short Overhaul	0.01	17,240.00
94,500	C-yd. sta.	Long Overhaul	0.50	47,250.00
2.33	miles	Finishing Roadbed and Slopes	800.00	1,864.00
9,000	lin. ft.	Rounding Cutbanks	0.15	1,350.00
1,540	lin. ft.	18-inch Concrete Pipe	4.00	6,160.00
200	lin. ft.	24-inch Concrete Pipe	5.50	1,100.00
160	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	720.00
500	lin. ft.	24-inch Extra Strength Concrete Pipe	6.00	3,000.00
60	only	Concrete Sight Posts	10.00	600.00
53,000	cu. yds.	3" - 0 Material in Base	1.75	92,750.00
11,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	30,250.00
2,400	M-gals.	Sprinkling	2.50	6,000.00
2.82	miles	Preparation of Base	200.00	564.00
870	cu. yds.	3/4" - 0 Material in Binder Course	4.15	3,610.50
145	tons	RC-3 Asphalt in Binder Course	43.00	6,235.00
18,700	tons	Class "B" Asphaltic Concrete	6.00	112,200.00
83	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	3,652.00
500	cu. yds.	Aggregate in Seal Coat	5.00	2,500.00
2,800	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	2,800.00
			Subtotal	$610,225.50
			10% Engr. & Cont.	61,022.55
			Total	$671,248.05

Length of Roadway	2.824 miles
Cost per mile	$237,694.06

Type Code 6201
3-Lane Roadway (Sta. 1653+78 to 1676+00)(Sta. 1692+00 to 1722+00)
(Sta. 1748+00 to 1770+00)(Contract No. 3749)

All Required		Clearing and Grubbing (25%)		$ 13,750.00
440	cu. yds.	Structural Excavation, Unclassified	$ 4.00	1,760.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
170,000	cu. yds.	General Excavation, Unclassified	0.55	93,500.00
1,136,000	yd. sta.	Short Overhaul	0.01	11,360.00
29,000	C-yd. sta.	Long Overhaul	0.50	14,500.00
1.41	miles	Finishing Roadbed and Slopes	800.00	1,128.00
8,000	lin. ft.	Rounding Cutbanks	0.15	1,200.00
750	lin. ft.	18-inch Concrete Pipe	4.00	3,000.00
140	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	630.00
400	lin. ft.	24-inch Extra Strength Concrete Pipe	6.00	2,400.00
200	lin. ft.	30-inch Extra Strength Concrete Pipe	8.00	1,600.00
30	only	Concrete Sight Posts	10.00	300.00
17,000	cu. yds.	3" - 0 Material in Base	1.75	29,750.00
5,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	13,750.00
900	M-gal.	Sprinkling	2.50	2,250.00
1.41	miles	Preparation of Base	200.00	282.00
300	cu. yds.	3/4" - 0 Material in Binder Course	4.15	1,245.00
50	tons	RC-3 Asphalt in Binder Course	43.00	2,150.00
6,800	tons	Class "B" Asphaltic Concrete	6.00	40,800.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	1,320.00
200	cu. yds.	Aggregate in Seal Coat	5.00	1,000.00
			Subtotal	$237,885.00
			10% Engr. & Cont.	23,788.50
			Total	$261,673.50
		Length of Roadway	1.406 miles	
		Cost per mile	$186,112.01	

Type Code 6201
2-Lane Roadway (Sta. 1676+00 to 1692+00)
(Sta. 1822+50 to 1888+00)(Contract No. 3749)

All Required		Clearing and Grubbing (26%)		$ 14,300.00
170	cu. yds.	Structural Excavation, Unclassified	$ 4.00	680.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
249,000	cu. yds.	General Excavation, Unclassified	0.55	136,950.00
360,000	yd. sta.	Short Overhaul	0.01	3,600.00
9,490	C-yd. sta.	Long Overhaul	0.50	4,745.00

1.47	miles	Finishing Roadbed and Slopes	$800.00	$ 1,176.00
6,000	lin. ft.	Rounding Cutbanks	0.15	900.00
470	lin. ft.	18-inch Concrete Pipe	4.00	1,880.00
200	lin. ft.	24-inch Concrete Pipe	5.50	1,100.00
130	lin. ft.	36-inch Concrete Pipe	11.00	1,430.00
10	only	Concrete Sight Posts	10.00	100.00
23,000	cu. yds.	3" - 0 Material in Base	1.75	40,250.00
6,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	16,500.00
1,200	M-gal.	Sprinkling	2.50	3,000.00
1.47	miles	Preparation of Base	200.00	294.00
400	cu. yds.	3/4" - 0 Material in Binder Course	4.15	1,660.00
60	tons	RC-3 Asphalt in Binder Course	43.00	2,580.00
7,000	tons	Class "B" Asphaltic Concrete	6.00	42,000.00
35	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	1,540.00
180	cu. yds.	Aggregate in Seal Coat	5.00	900.00
			Subtotal	$275,795.00
			10% Engr. & Cont.	27,579.50
			Total	$303,374.50

Length of Roadway	1.466 miles
Cost per mile	$206,940.31

Type Code X721
Manning Road Undercrossing (Sta. 1631+23.77)(Contract No. 3774)

180	cu. yds.	Structural Excavation	$ 10.00	$ 1,800.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
300	cu. yds.	Class "A" Concrete	68.00	20,400.00
64,000	lbs.	Metal Reinforcing	0.11	7,040.00
				$ 29,290.00

Type Code X721
Cemetery Road Undercrossing (Sta. L^2 1659+60) (Contract No. 3774)

240	cu. yds.	Structural Excavation	$ 10.00	$ 2,400.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
310	cu. yds.	Class "A" Concrete	68.00	21,080.00
66,000	lbs.	Metal Reinforcing	0.11	7,260.00
				$ 30,790.00

Type Code X021
Calapooya Creek Bridge (Sta. 1679+40 to Sta. 1682+60)(Contract No. 3797)

All Required		Shoring, Cribbing, Etc.		$ 10,000.00
220	cu. yds.	Structural Excavation	$ 10.00	2,200.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
530	lin. ft.	Furnish Steel Piling	5.00	2,650.00
14	only	Drive Steel Piles	70.00	980.00
720	cu. yds.	Class "A" Concrete	72.00	51,840.00
160,000	lbs.	Metal Reinforcement	0.105	16,800.00
				$ 84,570.00

Type Code X221
Stearns Lane Overcrossing (Sta. 1686+23 to Sta. 1687+13)(Contract No. 3797)

70	cu. yds.	Structural Excavation	$ 10.00	$ 700.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
1,500	lin. ft.	Furnish Treated Timber Piling	1.50	2,250.00
450	lin. ft.	Furnish Steel Piling	5.00	2,250.00
48	only	Drive Timber Piles	50.00	2,400.00
8	only	Drive Steel Piles	70.00	560.00
190	cu. yds.	Class "A" Concrete	72.00	13,680.00
42,000	lbs.	Metal Reinforcement	0.105	4,410.00
90	lin. ft.	6-inch Concrete Sewer Pipe	2.00	180.00
				$ 26,530.00

Type Code X221
Elkton-Sutherlin Highway Overcrossing (Sta. 1796+00.39 to Sta. 1797+00.39)

510	cu. yds.	Structural Excavation	$ 6.50	$ 3,315.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
310	cu. yds.	Class "A" Concrete	62.00	19,220.00
82,000	lbs.	Metal Reinforcement	0.11	9,020.00
				$ 31,655.00

Type Code X721
Pacific Highway Undercrossing (Sta. 1884+50)

230	cu. yds.	Structural Excavation	6.50	$ 1,495.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
1,400	lin. ft.	Furnish Steel Piling	4.27	5,978.00
56	only	Drive Steel Piles	50.00	2,800.00
350	cu. yds.	Class "A" Concrete	62.00	21,700.00
88,000	lbs.	Metal Reinforcement	0.11	9,680.00
320	sq. yds.	Concrete Slab Riprap	4.50	1,440.00
50	lin. ft.	6-inch Drain Pipe	3.00	150.00
				$ 43,343.00

Subtotal	$246,178.00
10% Engr. & Cont.	24,617.80
Total	$270,795.80

Length of Structures 0.096 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$ 671,248.05	$416,888.00	$254,360.05
3-Lane Roadway	261,673.50	162,516.00	99,157.50
2-Lane Roadway	303,374.50	188,415.00	114,959.50
Structures	270,795.80	168,181.00	102,614.80
	$1,507,091.85	$936,000.00	$571,091.85

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. BFI-189 (11)

OAKLAND JUNCTION-DEADY UNIT, CHENOWETH PARK DEADY SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 5, 1952

Type Code 6201
4-Lane Roadway (Sta. 1530+00 to 1653+78) (Sta. 1722+00 to 1748+00)
Sta. 1770+00 to 1822+50 (Contract No. 3749)

All Required		Clearing and Grubbing (41%)		$ 22,550.00
550	cu. yds.	Structural Excavation, Unclassified	$ 4.00	2,200.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
446,000	cu. yds.	General Excavation, Unclassified	0.55	245,300.00
1,724,000	yd. stas.	Short Overhaul	0.01	17,240.00
94,500	C-yd. stas.	Long Overhaul	0.50	47,250.00
2.33	miles	Finishing Roadbed and Slopes	300.00	1,864.00
9,000	lin. ft.	Rounding Cutbanks	0.15	1,350.00
1,540	lin. ft.	18-inch Concrete Pipe	4.00	6,160.00
200	lin. ft.	24-inch Concrete Pipe	5.50	1,100.00
160	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	720.00
500	lin. ft.	24-inch Extra Strength Concrete Pipe	6.00	3,000.00
60	only	Concrete Sight Posts	10.00	600.00
53,000	cu. yds.	3" - 0 Material in Base	1.75	92,750.00
11,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	30,250.00
2,400	M-gals.	Sprinkling	2.50	6,000.00
2.82	miles	Preparation of Base	200.00	564.00
870	cu. yds.	3/4" - 0 Material in Binder Course	4.15	3,610.50
145	tons	RC-3 Asphalt in Binder Course	43.00	6,235.00
18,700	tons	Class "B" Asphaltic Concrete	6.00	112,200.00
83	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	3,652.00
500	cu. yds.	Aggregate in Seal Coat	5.00	2,500.00
2,800	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	2,800.00
			Subtotal	$610,225.50
			10% Engr. & Cont.	61,022.55
			Total	$671,248.05

Length of Roadway	2.824 mile
Cost per Mile	$237,694.06

Type Code 6201
3-Lane Roadway (Sta. 1653+78 to 1676+00) (Sta. 1692+00 to 1722+00) (Sta. 1743+00 to 1770+00) (Contract No. 3749)

All Required		Clearing and Grubbing (25%)		$ 13,750.00
440	cu. yds.	Structural Excavation, Unclassified	$ 4.00	1,760.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
170,000	cu. yds.	General Excavation, Unclassified	0.55	93,500.00
1,136,000	yd. stas.	Short Overhaul	0.01	11,360.00
29,000	C-yd. stas.	Long Overhaul	0.50	14,500.00
1.41	miles	Finishing Roadbed and Slopes	800.00	1,128.00
8,000	lin. ft.	Rounding Cutbanks	0.15	1,200.00
750	lin. ft.	18-inch Concrete Pipe	4.00	3,000.00
140	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	630.00
400	lin. ft.	24-inch Extra Strength Concrete Pipe	6.00	2,400.00
200	lin. ft.	30-inch Extra Strength Concrete Pipe	8.00	1,600.00
30	only	Concrete Sight Posts	10.00	300.00
17,000	cu. yds.	3" - 0 Material in Base	1.75	29,750.00
5,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	13,750.00
900	M-gal.	Sprinkling	2.50	2,250.00
1.41	miles	Preparation of Base	200.00	282.00
300	cu. yds.	3/4" - 0 Material in Binder Course	4.15	1,245.00
50	tons	RC-3 Asphalt in Binder Course	43.00	2,150.00
6,800	tons	Class "B" Asphaltic Concrete	6.00	40,800.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	1,320.00
200	cu. yds.	Aggregate in Seal Coat	5.00	1,000.00
			Subtotal	$237,885.00
			10% Engr. & Cont.	23,788.50
			Total	$261,673.50

Length of Roadway	1.406 miles
Cost per Mile	$186,112.01

Type Code 6201
2-Lane Roadway (Sta. 1676+00 to 1692+00) (Sta. 1822+50 to 1883+00) (Contract No. 3749)

All Required		Clearing and Grubbing (26%)		$ 14,300.00
170	cu. yds.	Structural Excavation, Unclassified	$ 4.00	680.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
249,000	cu. yds.	General Excavation, Unclassified	0.55	136,950.00
360,000	yd. stas.	Short Overhaul	0.01	3,600.00
9,490	C-yd. stas.	Long Overhaul	0.50	4,745.00

1.47	miles	Finishing Roadbed and Slopes	$800.00	$ 1,176.00
6,000	lin. ft.	Rounding Cutbanks	0.15	900.00
470	lin. ft.	18-inch Concrete Pipe	4.00	1,880.00
200	lin. ft.	24-inch Concrete Pipe	5.50	1,100.00
130	lin. ft.	36-inch Concrete Pipe	11.00	1,430.00
10	only	Concrete Sight Posts	10.00	100.00
23,000	cu. yds.	3" - 0 Material in Base	1.75	40,250.00
6,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	16,500.00
1,200	M-gals.	Sprinkling	2.50	3,000.00
1.47	miles	Preparation of Base	200.00	294.00
400	cu. yds.	3/4" - 0 Material in Binder Course	4.15	1,660.00
60	tons	RC-3 Asphalt in Binder Course	43.00	2,580.00
7,000	tons	Class "B" Asphaltic Concrete	6.00	42,000.00
35	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	1,540.00
180	cu. yds.	Aggregate in Seal Coat	5.00	900.00
			Subtotal	$275,795.00
			10% Engr. & Cont.	27,579.50
			Total	$303,374.50

Length of Roadway 1.466 miles
Cost per Mile $206,940.31

Type Code X721
Manning Road Undercrossing (Sta. 1631+23.77) (Contract No. 3774)

180	cu. yds.	Structural Excavation	$ 10.00	$ 1,800.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
300	cu. yds.	Class "A" Concrete	68.00	20,400.00
64,000	lbs.	Metal Reinforcing	0.11	7,040.00
				$ 29,290.00

Type Code X721
Cemetary Road Undercrossing (Sta. L2 1659+60) (Contract No. 3774)

240	cu. yds.	Structural Excavation	$ 10.00	$ 2,400.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
310	cu. yds.	Class "A" Concrete	68.00	21,080.00
66,000	lbs.	Metal Reinforcing	0.11	7,260.00
				$ 30,790.00

Type Code X021
Calapooya Creek Bridge (Sta. 1679+40 to Sta. 1682+60) (Contract No. 3797)

All Required		Shoring, Cribbing, Etc.		$ 10,000.00
220	cu. yds.	Structural Excavation	$10.00	2,200.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
530	lin. ft.	Furnish Steel Piling	5.00	2,650.00
14	only	Drive Steel Piles	70.00	980.00
720	cu. yds.	Class "A" Concrete	72.00	51,840.00
160,000	lbs.	Metal Reinforcement	0.105	16,800.00
				$ 84,570.00

Type Code X221
Stearns Lane Overcrossing (Sta. 1686+23 to Sta. 1687+13) (Contract No. 3727)

70	cu. yds.	Structural Excavation	$10.00	$ 700.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
1,500	lin. ft.	Furnish Treated Timber Piling	1.50	2,250.00
450	lin. ft.	Furnish Steel Piling	5.00	2,250.00
48	only	Drive Timber Piles	50.00	2,400.00
8	only	Drive Steel Piles	70.00	560.00
190	cu. yds.	Class "A" Concrete	72.00	13,680.00
42,000	lbs.	Metal Reinforcement	0.105	4,410.00
90	lin. ft.	6-inch Concrete Sewer Pipe	2.00	180.00
				$ 26,530.00

Type Code X221
Elkton-Sutherlin Highway Overcrossing (Sta. 1796+00.39 to Sta. 1797+00.39)

510	cu. yds.	Structural Excavation	$ 7.50	$ 3,825.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
310	cu. yds.	Class "A" Concrete	65.00	20,150.00
82,000	lbs.	Metal Reinforcement	0.11	9,020.00
				$ 33,095.00

Type Code X721
Pacific Highway Undercrossing (Sta. 1884+50)

230	cu. yds.	Structural Excavation	$ 7.50	$ 1,725.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
1,400	lin. ft.	Furnish Steel Piling	6.50	9,100.00
56	only	Drive Steel Piles	75.00	4,200.00
350	cu. yds.	Class "A" Concrete	65.00	22,750.00
88,000	lbs.	Metal Reinforcement	0.11	9,680.00
320	sq. yds.	Concrete Slab Riprap	10.00	3,200.00
50	lin. ft.	6-inch Drain Pipe	3.00	150.00
				$ 50,905.00
			Subtotal	$255,180.00
			10% Engr. & Cont.	25,518.00
			Total	$280,698.00

Length of Structures 0.096 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$ 671,248.05	$416,821.00	$254,427.05
3-Lane Roadway	261,673.50	162,490.00	99,183.50
2-Lane Roadway	303,374.50	188,385.00	114,989.50
Structures	280,698.00	174,304.00	106,394.00
	$1,516,994.05	$942,000.00	$574,994.05

Oregon State Highway Department

Federal Aid Project
No. BFI-189 (11)

OAKLAND JUNCTION-DEADY UNIT, CHENOWETH PARK DEADY SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 5, 1952

Type Code 6201
4-Lane Roadway (Sta. 1580+00 to 1653+78)(Sta. 1722+00 to 1748+00)
Sta 1770+00 to 1822+50 (Contract No. 3749)

All Required		Clearing and Grubbing (41%)		$ 22,550.00
550	cu. yds.	Structural Excavation, Unclassified	$ 4.00	2,200.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
446,000	cu. yds.	General Excavation, Unclassified	0.55	245,300.00
1,724,000	yd. stas.	Short Overhaul	0.01	17,240.00
94,500	C-yd. stas.	Long Overhaul	0.50	47,250.00
2.33	miles	Finishing Roadbed and Slopes	800.00	1,864.00
9,000	lin. ft.	Rounding Cutbanks	0.15	1,350.00
1,540	lin. ft.	18-inch Concrete Pipe	4.00	6,160.00
200	lin. ft.	24-inch Concrete Pipe	5.50	1,100.00
160	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	720.00
500	lin. ft.	24-inch Extra Strength Concrete Pipe	6.00	3,000.00
60	only	Concrete Sight Posts	10.00	600.00
53,000	cu. yds.	3" - 0 Material in Base	1.75	92,750.00
11,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	30,250.00
2,400	M-gals.	Sprinkling	2.50	6,000.00
2.82	miles	Preparation of Base	200.00	564.00
870	cu. yds.	3/4" - 0 Material in Binder Course	4.15	3,610.50
145	tons	RC-3 Asphalt in Binder Course	43.00	6,235.00
18,700	tons	Class "B" Asphaltic Concrete	6.00	112,200.00
83	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	3,652.00
500	cu. yds.	Aggregate in Seal Coat	5.00	2,500.00
2,800	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	2,800.00
		Subtotal		$610,225.50
		10% Engr. & Cont.		61,022.55
		Total		$671,248.05

Length of Roadway 2.826 miles
Length of Bridge 0.017 mile
Total Length 2.843 miles
Cost Per Mile $237,525.84

Type Code 6201
3-Lane Roadway (Sta. 1653+78 to 16[illegible]+00)(Sta. 1692+00 to 1722+00)
(Sta. 1748+00 to 1770+00)(Contract No. 3749)

All Required		Clearing and Grubbing (25%)		$ 13,750.00
440	cu. yds.	Structural Excavation, Unclassified	$ 4.00	1,760.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
170,000	cu. yds.	General Excavation, Unclassified	0.55	93,500.00
1,136,000	yd. stas.	Short Overhaul	0.01	11,360.00
29,000	C-yd. stas.	Long Overhaul	0.50	14,500.00
1.41	miles	Finishing Roadbed and Slopes	800.00	1,128.00
8,000	lin. ft.	Rounding Cutbanks	0.15	1,200.00
750	lin. ft.	18-inch Concrete Pipe	4.00	3,000.00
140	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	630.00
400	lin. ft.	24-inch Extra Strength Concrete Pipe	6.00	2,400.00
200	lin. ft.	30-inch Extra Strength Concrete Pipe	8.00	1,600.00
30	only	Concrete Sight Posts	10.00	300.00
17,000	cu. yds.	3" - 0 Material in Base	1.75	29,750.00
5,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	13,750.00
900	M-gals.	Sprinkling	2.50	2,250.00
1.41	miles	Preparation of Base	200.00	282.00
300	cu. yds.	3/4" - 0 Material in Binder Course	4.15	1,245.00
50	tons	[illegible]-3 Asphalt in Binder Course	43.00	2,150.00
6,800	tons	Class "B" Asphaltic Concrete	6.00	40,800.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	1,320.00
200	cu. yds.	Aggregate in Seal Coat	5.00	1,000.00
		Subtotal		$237,885.00
		10% Engr. & Cont.		23,788.50
		Total		$261,673.50

Length of Roadway 1.406 miles
Cost Per Mile $186,112.01

Type Code 6201
2-Lane Roadway (Sta. 1676+00 to 1692+00)(Sta. 1822+50 to 1888+00)
(Contract No. 3749)

All Required		Clearing and Grubbing (26%)		$ 14,300.00
170	cu. yds.	Structural Excavation, Unclassified	$ 4.00	680.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
249,000	cu. yds.	General Excavation, Unclassified	0.55	136,950.00
360,000	yd. stas.	Short Overhaul	0.01	3,600.00
9,490	C-yd. stas.	Long Overhaul	0.50	4,745.00
1.47	miles	Finishing Roadbed and Slopes	800.00	1,176.00
6,000	lin. ft.	Rounding Cutbanks	0.15	900.00
470	lin. ft.	18-inch Concrete Pipe	4.00	1,880.00
200	lin. ft.	24-inch Concrete Pipe	5.50	1,100.00
130	lin. ft.	36-inch Concrete Pipe	11.00	1,430.00
10	only	Concrete Sight Posts	10.00	100.00
23,000	cu. yds.	3" - 0 Material in Base	1.75	40,250.00
6,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	16,500.00
1,200	M-gals.	Sprinkling	2.50	3,000.00
1.47	miles	Preparation of Base	200.00	294.00
400	cu. yds.	3/4" - 0 Material in Binder Course	4.15	1,660.00
60	tons	RC-3 Asphalt in Binder Course	43.00	2,580.00
7,000	tons	Class "B" Asphaltic Concrete	6.00	42,000.00
35	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	1,540.00
180	cu. yds.	Aggregate in Seal Coat	5.00	900.00
		Subtotal		$275,795.00
		10% Engr. & Cont.		27,579.50
		Total		$303,374.50

Length of Roadway	1.466 miles
Cost Per Mile	$206,940.31

Type Code X721
Manning Road Undercrossing (Sta. 1631+23.77)(Contract No. 3774)

180	cu. yds.	Structural Excavation	$10.00	$ 1,800.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
300	cu. yds.	Class "A" Concrete	68.00	20,400.00
64,000	lbs.	Metal Reinforcing	0.11	7,040.00
				$29,290.00

Type Code X721
Cemetary Road Undercrossing (Sta. /2 1659+60)(Contract No. 3774)

240	cu. yds.	Structural Excavation	$10.00	$ 2,400.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
310	cu. yds.	Class "A" Concrete	68.00	21,080.00
66,000	lbs.	Metal Reinforcing	0.11	7,260.00
				$30,790.00

Type Code X021
Calapooya Creek Bridge (Sta. 1679+40 to Sta. 1682+60)

All Required		Shoring, Cribbing, Etc.		$ 5,000.00
220	cu. yds.	Structural Excavation	$ 8.00	1,760.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
530	lin. ft.	Furnish Steel Piling	4.50	2,385.00
14	only	Drive Steel Piles	75.00	1,050.00
720	cu. yds.	Class "A" Concrete	70.00	50,400.00
160,000	lbs.	Metal Reinforcement	0.12	19,200.00
				$79,895.00

Type Code X221
Stearns Lane Overcrossing (Sta. 1686+23 to 1687+13)

70	cu. yds.	Structural Excavation	$12.00	$ 840.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
1,500	lin. ft.	Furnish Treated Timber Piling	1.50	2,250.00
450	lin. ft.	Furnish Steel Piling	4.50	2,025.00
48	only	Drive Timber Piles	50.00	2,400.00
8	only	Drive Steel Piles	75.00	600.00
190	cu. yds.	Class "A" Concrete	70.00	13,300.00
42,000	lbs.	Metal Reinforcement	0.12	5,040.00
90	lin. ft.	6-inch Concrete Sewer Pipe	3.00	270.00
				$26,875.00

Subtotal	$166,850.00
10% Engr. & Cont.	16,685.00
Total	$183,535.00

Length of Structures 0.078 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$ 671,248.05	$416,034.00	$255,214.05
3-Lane Roadway	261,673.50	162,183.00	99,490.50
2-Lane Roadway	303,374.50	188,029.00	115,345.50
Structures	183,535.00	113,754.00	69,781.00
	$1,419,831.05	$880,000.00	$539,831.05

Oregon State Highway Department

Federal Aid Project
No. FI-189 (11)

OAKLAND JUNCTION-DEADY UNIT, [illegible] DEADY SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, July 24, 1952

Type Code 6201
4-Lane Roadway (Sta. 1580+00 to 1653+78)(Sta. 1722+00 to 1748+00)
(Sta. 1770+00 to 1822+50)(Contract No. 3749)

All Required		Clearing and Grubbing (41%)		$ 22,550.00
550	cu. yds.	Structural Excavation, Unclassified	$ 4.00	2,200.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
446,000	cu. yds.	General Excavation, Unclassified	0.55	245,300.00
1,724,000	yd. stas.	Short Overhaul	0.01	17,240.00
94,500	C-yd. stas.	Long Overhaul	0.50	47,250.00
2.33	miles	Finishing Roadbed and Slopes	800.00	1,864.00
9,000	lin. ft.	Rounding Cutbanks	0.15	1,350.00
1,540	lin. ft.	18-inch Concrete Pipe	4.00	6,160.00
200	lin. ft.	24-inch Concrete Pipe	5.50	1,100.00
160	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	720.00
500	lin. ft.	24-inch Extra Strength Concrete Pipe	6.00	3,000.00
60	only	Concrete Sight Posts	10.00	600.00
53,000	cu. yds.	3" - 0 Material in Base	1.75	92,750.00
11,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	30,250.00
2,400	M-gals.	Sprinkling	2.50	6,000.00
2.82	miles	Preparation of Base	200.00	564.00
870	cu. yds.	3/4" - 0 Material in Binder Course	4.15	3,610.50
145	tons	RC-3 Asphalt in Binder Course	43.00	6,235.00
18,700	tons	Class "B" Asphaltic Concrete	6.00	112,200.00
83	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	3,652.00
500	cu. yds.	Aggregate in Seal Coat	5.00	2,500.00
2,800	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	2,800.00
			Subtotal	$610,225.50
			10% Engr. & Cont.	61,022.55
			Total	$671,248.05

Length of Roadway	2.826 miles
Length of Bridge	0.017 mile
Total Length	2.843 miles
Cost Per Mile	$237,525.84

Type Code 6201
3-Lane Roadway (Sta. 1653+78 to 1676+00) (Sta. 1692+00 to 1722+00)
(Sta. 1748+50 to 1770+00) (Low Bid Prices)

All Required		Clearing and Grubbing (25%)		$ 13,750.00
440	cu. yds.	Structural Excavation, Unclassified	$ 4.00	1,760.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
170,000	cu. yds.	General Excavation, Unclassified	0.55	93,500.00
1,136,000	yd. stas.	Short Overhaul	0.01	11,360.00
29,000	C-yd. stas.	Long Overhaul	0.50	14,500.00
1.41	miles	Finishing Roadbed and Slopes	800.00	1,128.00
8,000	lin. ft.	Rounding Cutbanks	0.15	1,200.00
750	lin. ft.	18-inch Concrete Pipe	4.00	3,000.00
140	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	630.00
400	lin. ft.	24-inch Extra Strength Concrete Pipe	6.00	2,400.00
200	lin. ft.	30-inch Extra Strength Concrete Pipe	8.00	1,600.00
30	only	Concrete Sight Posts	10.00	300.00
17,000	cu. yds.	3" - 0 Material in Base	1.75	29,750.00
5,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	13,750.00
900	M-gals.	Sprinkling	2.50	2,250.00
1.41	miles	Preparation of Base	200.00	282.00
300	cu. yds.	3/4" - 0 Material in Binder Course	4.15	1,245.00
50	tons	RC-3 Asphalt in Binder Course	43.00	2,150.00
6,800	tons	Class "B" Asphaltic Concrete	6.00	40,800.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	1,320.00
200	cu. yds.	Aggregate in Seal Coat	5.00	1,000.00
		Subtotal		$237,885.00
		10% Engr. & Cont.		23,788.50
		Total		$261,673.50

Length of Roadway 1.406 miles
Cost Per Mile $186,112.01

Type Code 6201
2-Lane Roadway (Sta. 1676+00 to 1692+00)
(Sta. 1722+50 to 1748+00) (Contract No. 3749)

All Required		Clearing and Grubbing (26%)		$ 14,300.00
170	cu. yds.	Structural Excavation, Unclassified	$ 4.00	680.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
249,000	cu. yds.	General Excavation, Unclassified	0.55	136,950.00
360,000	yd. stas.	Short Overhaul	0.01	3,600.00
9,490	C-yd. stas.	Long Overhaul	0.50	4,745.00
1.47	miles	Finishing Roadbed and Slopes	800.00	1,176.00
6,000	lin. ft.	Rounding Cutbanks	0.15	900.00
470	lin. ft.	18-inch Concrete Pipe	4.00	1,880.00
200	lin. ft.	24-inch Concrete Pipe	5.50	1,100.00
130	lin. ft.	36-inch Concrete Pipe	11.00	1,430.00
10	only	Concrete Sight Posts	10.00	100.00
23,000	cu. yds.	3" - 0 Material in Base	1.75	40,250.00
6,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	16,500.00
1,200	M-gals.	Sprinkling	2.50	3,000.00

1.47	miles	Preparation of Base	$200.00	$ 294.00
400	cu. yds.	3/4" - 0 Material in Binder Course	4.15	1,660.00
60	tons	RC-3 Asphalt in Binder Course	43.00	2,580.00
7,000	tons	Class "B" Asphaltic Concrete	6.00	42,000.00
35	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	1,540.00
180	cu. yds.	Aggregate in Seal Coat	5.00	900.00
		Subtotal		$275,795.00
		10% Engr. & Cont.		27,579.50
		Total		$303,374.50

Length of Roadway	1.470 miles
Length of 2 Bridges	0.074 mile
Total Length	1.544 miles
Cost per Mile	$206,377.21

Type Code X721
Manning Road Undercrossing (Sta. 1631+23.77)

180	cu. yds.	Structural Excavation	$10.00	$ 1,800.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
300	cu. yds.	Class "A" Concrete	67.50	20,250.00
64,000	lbs.	Metal Reinforcing	0.12	7,680.00
				$29,780.00

Type Code X721
Cemetary Road Undercrossing (Sta. L² 1659+60)

240	cu. yds.	Structural Excavation	$10.00	$ 2,400.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
310	cu. yds.	Class "A" Concrete	67.50	20,925.00
66,000	lbs.	Metal Reinforcing	0.12	7,920.00
				$31,295.00
		Subtotal		$61,075.00
		10% Engr. & Cont.		6,107.50
		Total		$67,182.50

Length of Undercrossing Structures 0.00 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$ 671,248.05	$416,092.00	$255,156.05
3-Lane Roadway	261,673.50	162,206.00	99,467.50
2-Lane Roadway	303,374.50	188,056.00	115,318.50
Structures	67,182.50	41,646.00	25,536.50
	$1,303,478.55	$808,000.00	$495,478.55

Manning and Cemetery Road Bid Sheet

Item No.	Item and Quantity		Unit Price	Amount
Manning Road Undercrossing Job 7561				
1.	Structural Excavation	180 Cu. Yds.		
	For................	Per Cu. Yd	$ 10 –	$ 1800 –
2.	Structural Excavation Below Elevations Shown	5 Cu. Yds.		
	For................	Per Cu. Yd.	$ 10 –	$ 50 –
3.	Class 'A' Concrete	300 Cu. Yds.		
	For................	Per Cu. Yd.	$ 67 ^{50}	$ 20250 –
4.	Metal Reinforcing	64,000 Lbs.		
	For................	Per Lb.	$ 0.12	$ 7680
Cemetery Road Undercrossing Job 7562				
5.	Structural Excavation	240 Cu. Yds.		
	For................	Per Cu. Yd.	$ 10 –	$ 2400 –
6.	Structural Excavation Below Elevations Shown	5 Cu. Yd.		
	For................	Per Cu. Yd.	$ 10 –	$ 50 –
7.	Class 'A' Concrete	310 Cu. Yds.		
	For................	Per Cu. Yd.	$ 67 ^{50}	$ 20925 –
8.	Metal Reinforcing	66,000 Lbs.		
	For................	Per Lb.	$ 0.12	$ 7920 –

Total Amount of Bid $ 61,075 –

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount	$ 61,075 —
Anticipated Additional Items:	
	$ 61,075 —
Engr. & Cont. (12½%)	7,634 38
Estimated Net Authorization, Constr.	$ 68,709 38

Oregon State Highway Department

Federal Aid Project
No. BFI-189 (11)

OAKLAND JUNCTION-DEADY UNIT, CHENOWETH PARK-DEADY SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 9, 1952

Type Code 6201
4-Lane Roadway (Sta. 1580+00 to 1653+78) (Sta. 1722+00 to 1748+00)
(Sta. 1770+00 to 1822+50)

All Required		Clearing and Grubbing (41%)		$ 10,250.00
550	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,650.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
446,000	cu. yds.	General Excavation, Unclassified	0.65	289,900.00
1,724,000	yd. sta.	Short Overhaul	0.015	25,860.00
94,500	C-yd. sta.	Long Overhaul	0.50	47,250.00
2.33	miles	Finishing Roadbed and Slopes	800.00	1,864.00
9,000	lin. ft.	Rounding Cutbanks	0.15	1,350.00
1,540	lin. ft.	18-inch Concrete Pipe	3.50	5,390.00
200	lin. ft.	24-inch Concrete Pipe	4.75	950.00
160	lin. ft.	18-inch Extra Strength Concrete Pipe	4.25	680.00
500	lin. ft.	24-inch Extra Strength Concrete Pipe	5.75	2,875.00
60	only	Concrete Sight Posts	10.00	600.00
53,000	cu. yds.	3" - 0 Material in Base	2.50	132,500.00
11,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.25	35,750.00
2,400	M-gals.	Sprinkling	2.50	6,000.00
2.82	miles	Preparation of Base	200.00	564.00
870	cu. yds.	3/4" - 0 Material in Binder Course	4.25	3,697.50
145	tons	RS-3 Asphalt in Binder Course	42.00	6,090.00
18,700	tons	Class "B" Asphaltic Concrete	6.25	116,875.00
83	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	3,735.00
500	cu. yds.	Aggregate in Seal Coat	6.00	3,000.00
2,800	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	2,800.00
			Subtotal	$699,960.50
			10% Engr. & Cont.	69,996.05
			Total	$769,956.55

Length of Roadway	2.826 miles
Length of Bridge	.017 mile
Total Length	2.843 miles
Cost per mile	$272,454.54

Type Code 6201
3-Lane Roadway (Sta. 1653/78 to 1676/00) (Sta. 1692/00 to 1722/00) (Sta. 1748/00 to 1770/00)

All Required		Clearing and Grubbing (25%)		$ 6,250.00
440	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,320.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
170,000	cu. yds.	General Excavation, Unclassified	0.65	110,500.00
1,136,000	yd. sta.	Short Overhaul	0.015	17,040.00
29,000	C-yd. sta.	Long Overhaul	0.50	14,500.00
1.41	miles	Finishing Roadbed and Slopes	800.00	1,128.00
8,000	lin. ft.	Rounding Cutbanks	0.15	1,200.00
750	lin. ft.	18-inch Concrete Pipe	3.50	2,625.00
140	lin. ft.	18-inch Extra Strength Concrete Pipe	4.25	595.00
400	lin. ft.	24-inch Extra Strength Concrete Pipe	5.75	2,300.00
200	lin. ft.	30-inch Extra Strength Concrete Pipe	8.00	1,600.00
30	only	Concrete Sight Posts	10.00	300.00
17,000	cu. yds.	3" - 0 Material in Base	2.50	42,500.00
5,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.25	16,250.00
900	M-gal.	Sprinkling	2.50	2,250.00
1.41	miles	Preparation of Base	200.00	282.00
300	cu. yds.	3/4" - 0 Material in Binder Course	4.25	1,275.00
50	tons	RC-3 Asphalt in Binder Course	42.00	2,100.00
6,800	tons	Class "B" Asphaltic Concrete	6.25	42,500.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	1,350.00
200	cu. yds.	Aggregate in Seal Coat	6.00	1,200.00
			Subtotal	$269,275.00
			10% Engr. & Cont.	26,927.50
			Total	$296,202.50

Length of Roadway	1.406 miles
Cost per mile	$210,670.34

Type Code 6201
2-Lane Roadway (Sta. 1676/00 to 1692/00) (Sta. 1822/50 to 1888/00)

All Required		Clearing and Grubbing (26%)		$ 6,500.00
170	cu. yds.	Structural Excavation, Unclassified	$ 3.00	510.00

70	cu. yds.	Trench Excavation, Unclassified	$3.00	$ 210.00
249,000	cu. yds.	General Excavation, Unclassified	0.65	161,850.00
360,000	yd. sta.	Short Overhaul	0.015	5,400.00
9,490	C-yd. sta.	Long Overhaul	0.50	4,745.00
1.47	miles	Finishing Roadbed and Slopes	800.00	1,176.00
6,000	lin. ft.	Rounding Cutbanks	0.15	900.00
470	lin. ft.	18-inch Concrete Pipe	3.50	1,645.00
200	lin. ft.	24-inch Concrete Pipe	4.75	950.00
130	lin. ft.	36-inch Concrete Pipe	10.00	1,300.00
10	only	Concrete Sight Posts	10.00	100.00
23,000	cu. yds.	3" - 0 Material in Base	2.50	57,500.00
6,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.25	19,500.00
1,200	M-gal.	Sprinkling	2.50	3,000.00
1.47	miles	Preparation of Base	200.00	294.00
400	cu. yds.	3/4" - 0 Material in Binder Course	4.25	1,700.00
60	tons	RC-3 Asphalt in Binder Course	42.00	2,520.00
7,000	tons	Class "B" Asphaltic Concrete	6.25	43,750.00
35	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	1,575.00
180	cu. yds.	Aggregate in Seal Coat	6.00	1,080.00
			Subtotal	$316,205.00
			10% Engr. & Cont.	31,620.50
			Total	$347,825.50

Length of Roadway	1.470 miles
Length of 2 Bridges	0.074 mile
Total Length	1.544 miles
Cost per mile	$236,615.99

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$ 769,956.55	$478,097.00	$291,859.55
3-Lane Roadway	296,202.50	183,924.00	112,278.50
2-Lane Roadway	347,825.50	215,979.00	131,846.50
	$1,413,984.55	$878,000.00	$535,984.55

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 9, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project BFI-189(11), Oakland Junction-Deady Unit, Chenoweth Park-Deady Section of the Pacific Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

CGPolk
C. G. Polk
District Engineer

May 9, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project BFI-189(11), Oakland Junction-Deady Unit, Chenoweth Park-Deady Section of the Pacific Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. Polk
District Engineer

OAKLAND JUNCTION-DEADY SECTION (STRUCTURES)

PROJECT NO. BFI-189 (11)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

November 7, 1952

OAKLAND JUNCTION-DEADY SECTION

Project No. FI-189 (11)

All necessary rights of way or rights of entry have been acquired for this project

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

September 5, 1952

OAKLAND JUNCTION-DRADY SECTION

Project No. FI-189 (11)

While negotiation for rights of way are in progress, 40 parcels have not been acquired but it is now believed that all necessary rights of way or rights of entry can be made fully available within eighteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 9, 1952

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]

[illegible]

November 24, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-189 (11), Oakland Junction-Deady Section (Structures), Pacific Highway, to R. and M. Construction Company of Central Point, Oregon, low bidder in the amount of $74,998.00 at the November 24, 1952 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED

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JUL [illegible] 1952
FOR FILING

July 31, 1952

White Bros. Company
3rd & Sumach Sts.
Walla Walla
Washington

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3749, which was awarded to you on July 9, 1952 by the State Highway Commission, for grading and paving on the Oakland Junction-Deady Unit of the Chenoweth Park-Deady Section of the Pacific Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 7/31, gl

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FOR FILING

Cross Referenced To:
Adm.
[illegible]
[illegible]
Garber, Harry

July 29, 1952

White Brothers
Third and Sumach
Walla Walla, Washington

Gentlemen:

We are in receipt of the attached communication from Stults & Slocum, Attorneys at Law, Roseburg, who advise that a saddle horse belonging to Harry Garber was killed as a result of your destroying his pasture fence before the right-of-way fence was constructed, contrary to the instructions of the engineer.

Will you or your bonding company kindly adjust the matter with the attorneys for the property owner.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Stults & Slocum
Attorneys at Law
Roseburg, Oregon

H. G. Smith
Tom Edwards

FORM E-30X 25M 4-52 86808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
July 23, 1952

SUBJECT:

To:

H. G. Smith
Construction Engineer

Dear Sir

Please note the attached from Robert M. Stults concerning loss of a horse due to carelessness on the part of the contractor on the Oakland Junction-Deady Section.

Resident Engineer Asburry notified the contractor that he should not remove the fences from this property until such time as the property holder had been able to construct his right of way fence in accord with the terms of the right of way settlement. As a result of the contractors action in removing the fence without notification either to the Resident Engineer or to the effect that the property holder, Mr. Garber's horses strayed from the property and one of them was struck by a vehicle while on the roadway suffering a broken leg and consequent disposal.

Very truly yours

TOM EDWARDS
Division Engineer

TE:rw

Enc.

RECEIVED
JUL 25 1952
OFFICE OF
CONSTRUCTION ENGINEER

C
O
P
Y

STULTS & SLOCUM
Attorneys at Law
Roseburg, Oregon

Oregon State Highway Commission
Roseburg, Oregon

Gentlemen:

Mr. Harry Garber of Route 1, Box 85, Sutherlin, Oregon has authorised me to advise you that due to the fact that a fence surrounding his property near Sutherlin was removed by crews working under authority of the Highway Commission, a saddle horse of his got onto the highway ans was subsequently injured to such an extent that it had to be destroyed. Mr. Garber has told me that he has reported this incident to you and that you had asked him to advise you of the facts in a letter in order that adjustment may be made.

According to Mr. Garber, there was an agreement to the effect that before any of the fence along the new right of way was removed he would be advised of the fact in order that he might make adequate provision for restraining his livestock. Due to the fact that the fence was torn down without notice to him, he feels that the loss of his horse, which he values at $250.00, was due to the fact that your crews proceeded without notice to him.

I hope that an immediate disposition may be made of this matter.

Very truly yours,

/s/ Robert M. Stults

Robert M. Stults

RMS:bd

RECEIVED

FOR FILING

July 15, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 9, 1952 on Contract No. 3749, Oakland Junction-Deady Unit, Chenoweth Park-Deady Section, in connection with Federal Aid Project No. BFI-189 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DSP:tp

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FOR FILING

3749

AGENDA
JUL 10 1952

NO A

July 9, 1952

White Bros. Company
Third and Sumach Streets
Walla Walla, Washington

Gentlemen:

The State Highway Commission on May 26th accepted your proposal for grading and paving on the Oakland Junction-Reedy Unit, Chenoweth Park-Reedy Section of the Pacific Highway west of Oakland and Sutherlin in Douglas County, for the sum of $1,138,818, and awarded contract No. 3749 to you subject to concurrence by the Bureau of Public Roads and clearance of right of way matters. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - W. M. Fransen
H. G. Smith
S. H. Probert
Goldie Lewis

NO.7

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 9, 1952
11:30 a.m.

White Bros. Company
Third & Sumach Streets
Walla Walla, Washington

The State Highway Commission today received satisfaction of condition governing award to you of contract for Oakland Junction-Deady Unit, Chenoweth Park-Deady Section of Pacific Highway in Douglas County for which you submitted low bid on May 26. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

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[illegible] 1952
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

NOTED
W. C. WILLIAMS

July 9, 1952

Copy to
Mr. [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BFI-189(11), Oakland Junction-Deady Unit, Chenoweth Park-Deady Section of the Pacific Highway, we hereby concur as of this date in award of contract to White Bros. Company of Walla Walla, Washington, low bidder in the amount of $1,158,818.00 at the May 26, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

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JUL 15 1952
FOR FILING

FORM E-20 37,500 4-52 56806

17 1-11
3441

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 9, 1952
Salem, Oregon

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

The Oakland Junction-Deady grading project in Douglas County may be awarded as all right of way has been acquired or placed under condemnation.

Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:jb

RECEIVED
JUL 10 1952
OFFICE OF
STATE HIGHWAY ENGINEER

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JUL 11 1952
FOR FILING

[illegible]

July 9, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Oakland Junction-Deady Section of the Pacific Highway in Douglas County, Project BFI-189 (11), to White Bros. Co. of Walla Walla, Washington, on the basis of the bid of $1,158,818 submitted by the company on May 26, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

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1952
FOR FILING

FORM E-30 28M 1-52 88419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 24, 1952

SUBJECT: Oakland Jct.-Deady Section
Pacific Highway

NOTED
W. C. WILLIAMS

To:

W. C. Williams
Ass't. State Highway Engineer
OFFICE

In studying the map of the Oakland Junction-Deady Section I notice that public roads or streets cross the proposed location near the following stations: 1806+50, 1810+90 and 1632+25.

I assume that you have probably taken the necessary steps to close these roads and streets, however, I call your attention to it for what it may be worth.

Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:rmw

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FOR FILING

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#[illegible]

WHITE BROTHERS CONSTRUCTION CO., Inc.

General Contractors

Third and Sumach Streets . Telephone 680
WALLA WALLA, WASHINGTON

June 2, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference our bid on the Oakland Junction-Deady Unit, Chenoweth Park-Deady Section of the Pacific Highway in Douglas County, and your letter of May 29th, could you give me any idea of how much short of 60 days the right-of-way will be cleared. If it is a court case, what date is the hearing?

Would it be possible to get permission to go in and start clearing certain sections of the right-of-way to get ahead of a possible shut-down for fire season.

I would appreciate any information that would be of help to us in getting started.

Very truly yours,

WHITE BROS. CONSTRUCTION CO., INC.

OA White
O. A. White

OAW/db

answered by telephone 10:30 AM. 6/11/52.
Mr. White called from Mansfield & Co offices, Portland.
told him (through Cooper) ~~that~~ portions of R/W are
clear and if he started work before contract was released
it would be at his own risk. He said no letter reply is needed
to this communication –
HBG

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

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JUN 3 1952
FOR FILING

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[illegible]

May 29, 1952

White Bros. Company
Third and Sumach Streets
Walla Walla, Washington

Gentlemen:

The State Highway Commission has accepted the bid in the amount of $1,158,818.00 for the grading and paving project of the Oakland Junction-Deady Unit, Chenoweth Park-Deady Section of the Pacific Highway in Douglas County submitted by you on Monday, May 26, 1952. Yours was the low bid received for this project and the Commission has awarded the contract to you subject to concurrence by the Bureau of Public Roads and clearance of right of way matters.

The Engineer was authorized and instructed to prepare contract forms for execution by you when such concurrence is received from the Bureau of Public Roads and the right of way matters have been clarified.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs

cc: H. G. Smith
S. H. Probert
W. M. Franzwa , SIAC

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FOR FILING
FORM E-30X 25M 8-50 42269

MISC. CONTRACTS and
AGREEMENTS No.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 20, 1952

Salem

AGENDA

SUBJECT: ASSIGNMENT NO. 3396

5b-2

To: W. C. WILLIAMS
OFFICE

REFERRED TO
Glasyer
By Asst. Chief Engineer
For Comm approval

Enclosed are three copies of an agreement with Douglas County covering the Oakland Junction-Deady Unit of the Pacific Hwy. Two copies have been signed by the proper County Officials and are now ready for presentation to the Highway Commission.

John W. Cattrall
Engr., Co. & City Relatinns

By John F. Hagemann
John F. Hagemann
Asst. Engr.

"A"

2 copies to be signed

MAP

M

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FOR FILING
FORM E-30 25M 6-51 49713

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1952

SUBJECT: Right of Way Estimate
Oakland Jct.-Deady Section
Pacific Highway
Douglas County

To:
W. C. Williams
Ass't. State Highway Engineer
OFFICE

This is to advise that our appraisal section has estimated the value of right of way on the above section at $195,590.00.

This estimate is based on a parcel by parcel preappraisal and includes 20% for contingencies. We have not as yet optioned enough acquisitions on this line to get a trend as to the accuracy of this estimate.

FORREST COOPER
Right of Way Engineer

By: R. L. Porter
R. L. Porter
Ass't. Right of Way Engineer

RLP:rmw

RECEIVED
MAY 6 1952
OFFICE OF
STATE HIGHWAY ENGINEER

S-123(1) Deschutes Co. Line-Crooked 1952
R. & Lone Pine School-O'Neil Sec.,
Terrebonne-O'Neil & Lone Pine
#3750 School County Roads

RECEIVED
FOR FILING

De[illegible]ber 23rd, 1953
State Highway

FINAL COST ANALYSIS

Deschutes Co. Line-Crooked River
& Lone Pine School Section

Terrebonne-O'Neil &
Lone Pine School Road

Contract #3750 Babler Bros. & Rogers Construction Co., Contractors Prefix 207-1017
Lowell N. Stratton, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$ 716.79	$ 5,000.00
Struc. Exc., Unclass.	221	Cu. Yd.	5.00	3.95	873.35	1,105.00
General Exc.	10,652.6	" "	0.50	0.386	4,121.04	5,326.30
Truck Haul	12,653.1	Yd. Mi.	0.25	0.233	2,944.00	3,163.28
Blade Grading	3.17	Mile	1,000.00	486.31	1,541.61	3,170.00
12" Concrete Pipe	576	Lin. Ft.	2.00	1.67	960.49	1,152.00
18" " "	105	" "	4.00	2.84	298.63	420.00
48" " "	40	" "	15.00	15.12	604.82	600.00
12" Corr. Metal Pipe	36	" "	3.00	2.76	99.36	108.00
15" " " "	10	" "	4.00	3.67	33.66	40.00
18" " " "	16	" "	5.00	4.22	67.59	80.00
24" " " "	10	" "	10.00	7.32	73.17	100.00
18" Arch T. Corr. Metal Pipe	8	" "	10.00	6.07	48.51	80.00
22" " " " " "	44	" "	8.00	4.72	207.93	352.00
29" " " " " "	102	" "	10.00	7.77	792.65	1,020.00
36" " " " " "	32	" "	12.00	9.88	316.43	384.00
43" " " " " "	12	" "	16.00	15.12	181.49	192.00
1¼"-0 Cinders in Base	11,584	Cu. Yd.	2.00	1.81	20,910.97	23,168.00
3/4"-0 Cinders in Shldrs. and Base	5,592	" "	2.50	1.87	10,443.30	13,980.00
Sprinkling	796.92	M/Gal.	2.50	2.06	1,643.26	1,992.30
Preparation of Base	5.19	Mile	200.00	163.64	849.33	1,038.00
Furn. & Place Aggregates	3,272	Cu. Yd.	3.20	2.49	8,147.92	10,470.00
Furn. & Place 150-200 Asphalt	262.09	Ton	40.00	34.26	8,979.60	10,483.60

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Furn. & Place RS-1 Emuls. Asphalt	65.34	Ton	$42.00	$38.37	$ 2,507.21	$ 2,744.28
Furn. & Install 2" x 2" Bridge Decking	2,458.08	Sq. Ft.	1.10	0.583	1,432.18	2,703.39
PA #1, Move & Reinstall Main Box Posts	All				40.74	75.00
PA #2, Pit Run Cinders	1,872	Cu. Yd.	1.25	1.10	2,063.97	2,340.00
PA #3, 2" x 2" Decking	3.93	M Lin. Ft.	50.00	120.00	471.60	196.50
PA #4, Purchase Excess 150-200 Asphalt	49.77	Ton	28.70	28.84	1,435.37	1,428.10
					$72,806.97	$92,912.95

Gross Revenue	$92,912.95
Total Cost	72,806.97
Net Profit	$20,105.98

Net Profit Equals 21.6% of Gross Revenue

Detail of Cost
Babler Bros.

Labor:

Labor and Supervision	$12,330.00	
Labor Insurance	801.46	
		$13,131.66

Materials:

12" Concrete Pipe	576	Lin. Ft.	at	$0.94	$ 541.44	
18" " "	105	" "	"	1.91	200.55	
48" " "	40	" "	"	9.00	360.00	
12" Corr. Metal Pipe	36	" "	"	1.94	69.84	
12" " " " Bands	5	Each	"	2.51	12.55	
15" Corr. Metal Pipe	10	Lin. Ft.	"	2.36	23.60	
15" " " " "	1	Each	"	2.73	2.73	
18" Corr. Metal Pipe	16	Lin. Ft.	"	2.81	44.96	
18" " " " "	1	Each	"	4.21	4.21	
24" Corr. Metal Pipe	10	Lin. Ft.	"	4.31	43.10	
24" " " " "	1	Each	"	5.21	5.21	
18" Arch T. Corr. Metal Pipe	8	Lin. Ft.	"	2.54	20.32	
18" Arch T. Corr. Metal Bands	2	Each	"	4.17	8.34	
22" Arch T. Corr. Metal Pipe	44	Lin. Ft.	"	3.00	132.00	
22" " " " " Bands	5	Each	"	4.62	23.10	
29" Arch T. Corr. Metal Pipe	102	Lin. Ft.	"	4.65	474.30	
29" " " " " Bands	3	Each	"	5.73	17.19	
36" Arch T. Corr. Metal Pipe	32	Lin. Ft.	"	5.96	190.72	
36" " " " " Bands	2	Each	"	7.87	15.74	
43" Arch T. Corr. Metal Pipe	12	Lin. Ft.	"	9.05	108.60	
43" " " " " Bands	2	Each	"	9.13	18.26	
Lumber (2" x 2" Bridge Decking)					1,065.00	
150-200 Asphalt	262.09	Tons	"	22.50	7,016.89	
Freight on Asphalt	262.09	"	"	6.34	1,972.89	
RS-1 Emuls. Asphalt	65.34	"	"	25.86	1,689.66	
Freight on RS-1 Emuls. Asphalt	65.34	"	"	6.36	415.65	
						14,476.85

Equipment Rentals and Misc. Supplies:

Equipment Renatls (Owned)	$13,097.85	
Hired Trucks (Including Operators)	5,514.42	
Gas, Oil and Grease	4,031.25	
P.L. & P.D. Insurance	125.31	
Small Tools & Misc. Supplies	673.90	
Explosives	95.00	
Bond	410.97	
Home Office & General Overhead	2,060.60	
		26,009.30

Total Cost $53,617.91

Detail of Cost
Rogers Construction Co.

Labor:

Labor and Supervision	$ 7,381.60	
Labor Insurance	501.78	
		$ 7,883.38

Equipment Rentals and Misc. Supplies:

Equipment Rentals (Owned)	$ 7,254.10	
Gas, Oil and Grease	2,313.25	
Freight and Cartage	628.23	
Small Tools and Misc. Supplies	285.00	
P.L. and P.D. Insurance	87.20	
Home Office and General Overhead	738.00	
		11,305.78

Total Cost $19,189.16

Breakdown of Crushing Cost

	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	20,448	Cu. Yd.	$2,944.12	$0.144
Haul to Crusher	"	" "	5,857.37	0.286
Crushing	"	" "	8,281.44	0.405
Stockpile at Plant	"	" "	2,106.13	0.103
			$19,189.06	$0.938

Actual Crushing Time: 165 Hours - 123.9 Cu. Yds. per Hour

Total Elapsed Time: 176 Hours - 116.1 Cu. Yds. per Hour

Good progress was made on crushed cinders taken from County pit located 1 mile west of Terrebonne.

Remarks:

This was a "Federal Aid Secondary Project". The contract, calling for the construction of 1.7 miles of new highway roadbed, construction of 5.19 miles of cinder base and construction of 5.19 miles of Type O-11 wearing surface, was bid July 10th, 1952, and completed June 2nd, 1953.

On October 16th, 1952, the contractor moved in a D-4 cat and dozer and started clearing. The clearing consisted of light sagebrush and scattered junipers. This item shows a nice profit.

Grading was started October 27th, 1952, and completed November 15th, 1952. Excavation consisted of all common material. The excavation in the section from Crooked River Bridge to the Lone Pine School was handled with D-8 cat and dozer and 3 Euclid scrapers. Due to a load limit on the Crooked River Bridge all excavation that went south of the bridge was loaded with D-4 cat overshot loader into hired trucks and hauled to make the fills south of the bridge.

On December 2nd, 1952, the contractor moved a 2-crusher plant into the County cinder pit located 1 mile west of Terrebonne. The crushing plant worked two 8-hour shifts 5 days a week. The crushing was completed December 19th, 1952. The plant was fed with 3/4 cu. yd. shovel and two 6 cu. yd. Dumptors with D-8 cat and dozer pushing cinders to the shovel. The crusher operated 165 working hours for an average production of 123.9 cu. yds. per working hour.

Oiling operations started May 11th, 1953, and were completed June 2nd, 1953. Oiling equipment consisted of one distributor, six 6 cu. yd. trucks, one 10-ton roller, one skip loader and one blade. All asphalt was hauled from portland in transports and unloaded direct into the distributor. Due to rain and cold weather some time was lost on completing the seal coat.

Having good bid prices with good equipment and supervision, this project shows a nice profit.

E. H. Clymer
Chief Cost Analyst

By . . K. T. Wechter

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

Const
Fed Aid
Prog & Proj

FAP 123

September 14, 1953

Mr. R. H. Baldock
State Highway Engineer
138 State Highway Building
Salem, Oregon

Dear Sir:

The revised sketch map dated August 1953 for Oregon FAP-123, Terrebonne - Bend on approved FA Route No. 4 in Deschutes county is approved today.

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
Sept. 4, 1953

(CONTRACT NO.) S-133(1)
3750

(EST. NO.)
7-final

(CONTRACTOR)
Babler Brothers, Inc.

(VOUCHER NO.)
17257

(WARRANT NO.)
B-75275

(AMOUNT)
$ 2,799.03

(DATE)
9/3/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Bten
ACCOUNTING DIVISION

Specified completion Date: June 30, 1953

Time Extensions: None

Completion Date: June 2, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-4-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 4

NOTED ON CARD
9-11-53

RECEIVED
AUG [illegible] 1953
FOR FILING

3-[illegible](1)
[illegible]-[illegible](1)
[illegible]

August 25, 1953

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3750 for work performed on the Deschutes County Line-Crooked River and Lone Pine School-O'Neil Section of the Terrebonne-L'Neil and Lone Pine School Roads in Crook County was completed by the contractor, Babler Bros., Inc., on June 2 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $2,799.03 will be released to the contractor on or after September 4, 1953. The total contract amount is $92,912.95, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
8-25-53 gl

RECEIVED
AUG 4 1953
FOR FILING

3-122(2)
3-122(1)
[illegible]

August 4, 1953

Peerless Casualty Co.
Rathbone, King & Sealey
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Babler Bros.,Inc. in connection with contract No. 3750, covering the Deschutes County Line-Crooked River and Lone Pine School-O'Neil Sections of the Terrebonne-O'Neil and Lone Pine School Roads in Crook County.

This payment, in the amount of $1,393.19, will be released to the contractor on or after August 14, 1953. The retained percentage is $2,787.03.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
8-4-53

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

5-123(1)
5-1.2(1)

Section DESCHUTES COUNTY LINE - CROOKED RIVER and LONE PINE SCHOOL - O'NEIL

For Week Ending July 11, 1953

Highway Terrebonne - O'Neil Road and Lone pine School Road

Kind of work Grading and Oil Mat Surfacing

Section prefix 207-1017

Contractor Babler Bros., Inc.

Contract number 3750

Date of contract July 10, 1952

Date of completion June 30, 1953

Date work started October 16, 1952

Estimated date of completion June 2, 1953

Amount of contract . . . . $ 95,750.22

Per cent of time elapsed 99 %

Estimated cost of completed project, exclusive of engineering . . . . $ 93,500

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 7,300, 100 %

Date project was completed June 2, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate is being held for oil invoices.

Signed Lowell [illegible] Stratton

Address Madras, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.19	5.19		5.19	
Miles partially completed					
Miles completed	5.19	5.19		5.19	
Total estimated quantities	10,600	18,100		327 tons	
Estimated quantities moved or placed to date	10,650	19,048		327 tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fairall week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing 53362

RECEIVED
FOR FILING

June 16, 1953

Peerless Casualty Co.
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Babler Bros.,Inc. a portion of the funds heretofore retained by the Commission on contract No. 3750, covering the Deschutes County Line-Crooked River and Lone Pine School-O'Neil Section of the Terrebonne-O'Neil Road and Lone Pine School Road in Crook County.

This payment, in the amount of $26,635.79, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,743.94. The present payment will be released to the contractor on or after June 26, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
[illegible] 1953
FOR FILING

S-123(1)
-122(1)
[illegible]

June 4, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 2, 1953, on Contract No. 3750, Deschutes County Line-Crooked River and Lone Pine School-O'Neil Section, in connection with Federal Aid Project No. S-123 (1), 122 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: John Cattrall

DHP/sje

RECEIVED
FOR FILING

December 10, 1952

Rogers Construction Co.
11760 N. E. Glisan Street
Portland 16, Oregon

Attention: Mr. Charles McInroe

Gentlemen:

This acknowledges receipt of your letter of December 9, 1952, addressed to Mr. H. G. Smith, advising that Mr. Fred Rawson of Vancouver, Washington, has notified you that he has filed a mineral claim on property involving our quarry site, Right of Way Transaction 18110, Drawing 185-181.

Please be advised that our filing under Section 17 of the Federal Aid Act of 1921, which was completed on April 16, 1952, takes precedent over the mineral filing which Mr. Rawson recorded in Bend, Deschutes County, on November 3, 1952, and you are hereby instructed to proceed with your operations.

Our Chief Counsel will be back from the American Association of State Highway Officials meeting in Kansas City next week, and we will take the necessary steps to prevent Mr. Rawson from bothering you further.

Very truly yours,

W. W. Stiffler
Acting State Highway Engineer

cc Mr. C. W. Enfield
Mr. H. G. Smith
Mr. W. E. Chandler

HGS lg

C
O
P
Y

ROGERS CONSTRUCTION CO.

General Road Contractors

11760 N.E. Glisan Street
Portland 16, Oregon
December 9, 1952

Mr. H. G. Smith,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

We are enclosing herewith copy of letter received by registered mail from Mr. Fred P Rawson, of Vancouver, Washington, relative to mining claims having been filed on certain lands in Deschutes County, Oregon the site designated by the Oregon State Highway Department as the source of supply of materials to be used on the Lone Pine Project, which is self-explanatory.

Please be advised that we will hold the State of Oregon liable for any claims of whatever nature arising from any action as a result of this letter, as well as any expense incurred by us as a result of not being able to operate at a site as designated by the Oregon State Highway Department.

Yours very truly,
Rogers Construction Co.

By /s/ Charles McInroe

COPY

Route 1 Box 3145,
Vancouver, Washington.,
December 5, 1952.

Rogers Construction Co.,
11760 N E Glisan,
Portland, Oregon

Gentlemen:

I have just been advised by my Son Sam D. Rawson, of Madras, Oregon, that you have set up a crushing plant west of Terrebonne, Oregon for the purpose of processing volcanic cinders for use on roads and highways in the vicinity. He states that the site you have selected is in Section 18, Township 14S, Range 13E, W. M.

Please be advised that on the 3rd day of November, 1952, I filed as a group, five Placer Mining Claims, in accordance with the requirements of the United States Mining Laws, for the mining of Volcanic Cinders, from the following described lands:

"The north half (N 1/2) of the SE 1/4 of SE 1/4, Section 18, and the S 1/2 of the SE 1/4 of SE 1/4, Section 18; the S 1/2 of the SW 1/4 of the SE 1/4, Section 18; and the N 1/2 of SW 1/4 of SE 1/4 Section 18; and the S 1/2 of NW 1/4 of the SE 1/4, Section 18; T 14S, Range 13E, W. M. all in Deschutes County, Oregon."

The above claims were recorded, as is required by law, on November 7, 1952, in the Office of the County Clerk, at Bend, Oregon. They may be found on pages 169, 170, and 171 of Book 1, Record of Mines of said County.

As you are no doubt aware that the claimant of a valid mining claim has the exclusive right to the minerals of such claim as against the world. I am writing this letter as a warning that you are trespassing and that you will be held accountable by me, as representative of the Claimants, for damages should you remove any material from these Claims.

Very truly yours,

S/ Fred P Rawson.

RECEIVED
OCT 23 1952
FOR FILING

S-123(1)
S-122(1)
3750

October 21, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on October 16, 1952 on Contract No. 3750, Deschutes County Line-Crooked River & Lone Pine School-O'Neil Section, in connection with Federal Aid Project No. S-123 (1), S-122 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

Form PR 2 (Revised 1946)

675

State Oregon

Federal Aid Secondary

Project No. S-122(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

S-123(1)
S-1[illegible](1)
3150

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of October, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of January, 1952, a program, which was approved on the 12th day of February, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 25th day of June, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-eight thousand and 00/100 dollars ($48,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+13 in the NE 1/4, Section 29, T. 14 S., R. 14 E., W.M., and survey station 220+16 near the southeast corner Section 5, T. 14 S., R. 14 E., W.M., without exception, length 4.160 miles, in Crook County, being Oregon Federal Aid / Secondary project No. S-122(1), consisting of 4.160 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-eight thousand and 00/100 dollars ($48,000.00), which does not exceed the authorized Federal pro rata share of seventy-eight thousand, eight hundred four and 00/100 dollars ($78,804.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest

/s/ W. B. Glaisyer
Secretary

By /s/ Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

Recommended for Approval:

/s/ R. H. Baldock
State Highway Engineer

By /s/ Chas. H. Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By /s/ W. H. Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16-11870-2

Oregon State Highway Department

Federal Aid Secondary
Project No. S-122 (1)

LONE PINE SCHOOL-O'NEIL SECTION OF THE LONE PINE SCHOOL ROAD IN CROOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 19, 1952

Type Code 5231
Roadway (Sta. 0+13 to 220+16)

All Required		Clearing and Grubbing (80%)		$ 4,000.00
100	cu. yds.	Structural Excavation, Unclassified	$ 5.00	500.00
10,500	cu. yds.	General Excavation, Unclassified	0.50	5,250.00
11,000	yd. mi.	Truck Haul	0.25	2,750.00
2.64	miles	Blade Grading	1,000.00	2,640.00
520	lin. ft.	12-inch Concrete Pipe	2.00	1,040.00
40	lin. ft.	18-inch Concrete Pipe	4.00	160.00
40	lin. ft.	48-inch Concrete Pipe	15.00	600.00
28	lin. ft.	12-inch Corrugated Metal Pipe	3.00	84.00
20	lin. ft.	18-inch Corrugated Metal Pipe	5.00	100.00
10	lin. ft.	24-inch Corrugated Metal Pipe	10.00	100.00
10	lin. ft.	18-inch Arch Type Corrugated Metal Pipe	10.00	100.00
50	lin. ft.	22-inch Arch Type Corrugated Metal Pipe	8.00	400.00
80	lin. ft.	29-inch Arch Type Corrugated Metal Pipe	10.00	800.00
36	lin. ft.	36-inch Arch Type Corrugated Metal Pipe	12.00	432.00
12	lin. ft.	43-inch Arch Type Corrugated Metal Pipe	16.00	192.00
30	lin. ft.	Salvaging Culvert Pipe	3.00	90.00
9,600	cu. yds.	1¼" - 0 Cinders in Base	2.00	19,200.00
4,900	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	2.50	12,250.00
400	M-gals.	Sprinkling	2.50	1,000.00
4.16	miles	Preparation of Base	200.00	832.00
2,640	cu. yds.	Furnishing and Placing Aggregates	3.20	8,448.00
208	tons	Furnishing and Placing 150-200 Asphalt	40.00	8,320.00
56	tons	Furnishing and Placing RS-1 Emulsified Asphalt	42.00	2,352.00
			Subtotal	$71,640.00
			10% Engr. & Cont.	7,164.00
			Total	$78,804.00

Length of Roadway	4.130 miles
Length of Bridge	0.030 mile
Total Length	4.160 miles
Cost per Mile, Roadway	$19,080.87

Note: Oiling is to be constructed across bridge.

Federal Funds	$48,000.00
State Funds	30,804.00
	$78,804.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maintenance: Chap. 529, laws 1939.

Federal Funds	$48,000.00
State Funds	30,804.00
	$78,804.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-122(1)

LONE PINE SCHOOL-O'NEIL SECTION OF THE LONE PINE SCHOOL ROAD IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 20, 1952

Type Code 5231
Roadway (Sta. 0+13 to 220+16)

All Required		Clearing and Grubbing (80%)	$	$ 400.00
100	cu.yd.	Structural Excavation, Unclassified	4.00	400.00
10,500	cu.yd.	General Excavation, Unclassified	0.50	5,250.00
11,000	yd.mi.	Truck Haul	0.20	2,200.00
2.64	miles	Blade Grading	750.00	1,980.00
520	lin.ft.	12" Concrete Pipe	2.50	1,300.00
40	lin.ft.	18" Concrete Pipe	3.50	140.00
40	lin.ft.	48" Concrete Pipe	14.00	560.00
28	lin.ft.	12" Corrugated Metal Pipe	3.75	105.00
20	lin.ft.	18" Corrugated Metal Pipe	4.75	95.00
10	lin.ft.	24" Corrugated Metal Pipe	6.50	65.00
10	lin.ft.	18" Arch Type Corrugated Metal Pipe	6.50	65.00
50	lin.ft.	22" Arch Type Corrugated Metal Pipe	7.50	375.00
80	lin.ft.	29" Arch Type Corrugated Metal Pipe	8.50	680.00
36	lin.ft.	36" Arch Type Corrugated Metal Pipe	12.00	432.00
12	lin.ft.	43" Arch Type Corrugated Metal Pipe	15.00	180.00
30	lin.ft.	Salvaging Culvert Pipe	2.00	60.00
9,600	cu.yd.	1½" - 0 Cinders in Base	2.50	24,000.00
4,900	cu.yd.	3/4" - 0 Cinders in Base and Shoulders	2.75	13,475.00
400	M-gal.	Sprinkling	2.50	1,000.00
4.16	Miles	Preparation of Base	200.00	832.00
2,640	cu.yd.	Furnishing and Placing Aggregates	4.00	10,560.00
208	tons	Furnishing and Placing 150-200 Asphalt	42.00	8,736.00
56	tons	Furnishing and Placing RS-1 Emulsified Asphalt	44.00	2,464.00
		Subtotal		$75,354.00
		10% Engr. & Cont.		7,535.40
		Total		82,889.40

Length of Roadway	4.130 miles
Length of Bridge	0.030 mile
Total Length	4.160 miles
Cost per mile, Roadway	$20,070.07

Note: Oiling is to be constructed across bridge.

Federal Funds	$51,000.00
State Funds	31,889.40
	$82,889.40

Form PR-2 (Revised 1946)

State Oregon

Federal Aid Secondary Project No. S-123(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of October, 1952, by and between The Oregon State Highway Commission for the purpose hereof, the Highway Department of the State of Oregon, constituting hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of January, 1952, a program, which was approved on the 12th day of February, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 25th day of June, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eleven thousand and 00/100 dollars ($11,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 197+42.9, the Deschutes County Line, at the northwest corner Section 19, T-14-S, R-14-E, W.M., and survey station 251+60 in the NW 1/4, Section 20, T-14-S, R-14-E, W.M., including a "T" connection Station 250+20 to 252+05, without exception, length 1.069 miles, in Crook County, being Oregon Federal Aid Secondary / project No. S-123(1), consisting of 1.069 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eleven thousand, and 00/100 dollars ($11,000.00), which does not exceed the authorized Federal pro rata share of eighteen thousand, five hundred nine and 70/100 dollars ($18,509.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 929, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By /s/ Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By /s/ Chas. H. Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest:
/s/ H. B. Glaisyer
Secretary (SEAL)

RECOMMENDED FOR APPROVAL:
/s/ R. H. Baldock
State Highway Engineer

COMMISSIONER OF PUBLIC ROADS,

By /s/ W. H. Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-3

Oregon State Highway Department

Federal Aid Secondary
Project No. S-123 (1)

DESCHUTES COUNTY LINE-CROOKED RIVER SECTION OF THE TERREBONNE-O'NEIL ROAD IN CROOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 19, 1952

Type Code 5231
Roadway (Sta. 197+22.90 to 251+80) (Wye. Sta. 250+20 to 252+05)

All Required		Clearing and Grubbing (20%)		$ 1,000.00
50	cu. yds.	Structural Excavation, Unclassified	$ 5.00	250.00
2,300	cu. yds.	Truck Haul	0.25	575.00
0.85	mile	Blade Grading	1,000.00	850.00
160	lin. ft.	12-inch Concrete Pipe	2.00	320.00
80	lin. ft.	18-inch Concrete Pipe	4.00	320.00
12	lin. ft.	12-inch Corrugated Metal Pipe	3.00	36.00
20	lin. ft.	15-inch Corrugated Metal Pipe	4.00	80.00
30	lin. ft.	29-inch Arch Type Corrugated Metal Pipe	10.00	300.00
20	lin. ft.	Salvaging Culvert Pipe	3.00	60.00
2,400	cu. yds.	1½" - 0 Cinders in Base	2.00	4,800.00
1,200	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	2.50	3,000.00
100	M-gals.	Sprinkling	2.50	250.00
1.03	miles	Preparation of Base	200.00	206.00
660	cu. yds.	Furnishing and Placing Aggregates	3.20	2,112.00
52	tons	Furnishing and Placing 150-200 Asphalt	40.00	2,080.00
14	tons	Furnishing and Placing RS-1 Emulsified Asphalt	42.00	588.00
			Subtotal	$16,827.00
			10% Engr. & Cont.	1,682.70
			Total	$18,509.70

Length of Roadway 1.069 miles
Cost per Mile, Roadway $17,314.96

Federal Funds- -	$11,000.00
State Funds- -	7,509.70
	$18,509.70

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-123 (1)

DESCHUTES COUNTY LINE-CROOKED RIVER SECTION OF THE TERREBONNE-O'NEIL ROAD IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 20, 1952

Type Code 5231
Roadway (Sta. 197+22^{90} to 251+80) (Wye. Sta. 250+20 to 252+05)

All Required		Clearing and Grubbing (20%)		$ 100.00
50	cu.yd.	Structural Excavation, Unclassified	$ 4.00	200.00
2,300	cu.yd.	Truck Haul	0.20	460.00
0.85	mile	Blade Grading	750.00	637.50
160	lin.ft.	12" Concrete Pipe	2.50	400.00
80	lin.ft.	18" Concrete Pipe	3.50	280.00
12	lin.ft.	12" Corrugated Metal Pipe	3.75	45.00
20	lin.ft.	15" Corrugated Metal Pipe	4.25	85.00
30	lin.ft.	29" Arch Type Corrugated Metal Pipe	8.50	255.00
20	lin.ft.	Salvaging Culvert Pipe	2.00	40.00
2,400	cu.yd.	1½" - 0 Cinders in Base	2.50	6,000.00
1,200	cu.yd.	3/4" - 0 Cinders in Base and Shoulders	2.75	3,300.00
100	M-Gal.	Sprinkling	2.50	250.00
1.03	mile	Preparation of Base	200.00	206.00
660	cu.yd.	Furnishing and Placing Aggregates	4.00	2,640.00
52	tons	Furnishing and Placing 150-200 Asphalt	42.00	2,184.00
14	tons	Furnishing and Placing RS-1 Emulsified Asphalt	44.00	616.00
		Subtotal		$17,698.50
		10% Engr. & Cont.		1,769.85
		Total		$19,468.35

Length of Roadway	1.069 miles
Cost per mile, Roadway	$16,556.12

Federal Funds	$12,000.00
State Funds	7,468.35
	$19,468.35

RECEIVED
[illegible] 7 1952
FOR FILING

August 27, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of July 8, relative to Oregon Project S-122(1), Lone Pine School-O'Neil Section of the Lone Pine School Road in Crook County, with special reference to the improvement of the alignment at the wye at Station 70 and a reduction in the curve from 19° to 8° at Station 112.

This is to advise that the County Court has reconsidered the matter and has acquired the right of way and your suggested changes will be made.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. W. E. Chandler

HGS:ar lg

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon

September 25, 1952

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Referring again to the Lone Pine School-O'Neil Section in Crook County, advise that I have had Mr. Stratton run the line on minor changes and they appear to be very desirable. The cost will not overrun the construction estimate.

The reason I particularly went into this suggested change is that I feel that this section north from O'Neil through the Lone Pine District connection between Madras and Prineville will carry an increased traffic. There is a large community centered at O'Neil, from which point it is considerably closer to go north to Madras, Portland and other points north, so that this Lone Pine becomes a little more than local interest.

Advise that the County Court has the right of way descriptions and are proceeding to get the right of way, which at this time is completely arranged for.

I am sending two tracings of the changes. Will you please return to this office three copies of each.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me
Encls.

RECEIVED

FOR FILING

C. C. McGLENN
MANAGER

CITY OF PRINEVILLE RAILWAY
PRINEVILLE, OREGON

August 13, 1952

This copy for Gen. files
contract 3750
Prefix 207-1017

W. C. Williams
Oregon State Highway Department
Salem, Oregon

Dear Sir:

In reply to your letter of August 6th in which you ask for authority to install cross-buck signs at grade crossing of our track with the County Road from O'Niel to Lone Pine, we will be very glad to have you install reflectorized cross-buck signs and we will maintain them after installation.

Yours truly,

C C McGlenn
C. C. McGlenn, Manager

ccm/sp

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AUG [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 8 1952
FOR FILING

August 6, 1952

Mr. C. C. McGlenn, Manager
City of Prineville Railway Co.
Prineville, Oregon

Dear Sir:

Under authority of Order No. 7058, issued by the Public Utilities Commissioner of the State of Oregon on December 27, 1939, we propose to install reflectorised cross-buck and reflectorised advance warning signs at the grade crossing of your City of Prineville Railway tracks with the County Road leading from O'Neil to Lone Pine School, approximately 0.2 mile north of O'Niel in Crook County, Oregon.

May we have your consent to make this installation with the understanding that the maintenance of the cross-buck signs after installation will be a responsibility of your company as provided in the P.U.C. order mentioned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JAH:mlr

RECEIVED
AUG
FOR FILING

3750

August 4, 1952

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3750, which was awarded to you on July 10, 1952 by the State Highway Commission, covering Grading and Oil Mat Surfacing on the Deschutes County Line-Crooked River and Lone Pine School-O'Neil Section of the Terrebonne-O'Neil Road and Lone Pine School Road in Crook County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
FOR FILING

July 22, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Attention: Mr. Arthur F. Bester

Dear Sir:

Reference is made to your letter of July 8 relative to Oregon Project S-122 (1), Lone Pine School-O'Neil Section of the Lone Pine School Road in Crook County.

In this letter you suggest improvements, providing they are not prohibitive in cost, at Stations 70 and 112. It is our opinion that this is a very low-traveled road and now extends to the end of the irrigated area, so that there is small chance of much increase in future traffic. In a road of this type it does not appear desirable to attempt to maintain the vertical and horizontal sight distance desirable on higher types of roadway, and, further, the hazard inherent thereto is well known, as the road users are almost entirely local citizens, who quickly become acquainted with the various features of the roadway. However, we have no objection to investigating the possibility of making slight improvements at Stations 70 and 112, and I am forwarding a copy of your letter, together with a copy of this letter, to our Division Engineer, Mr. W. E. Chandler, at Bend, with the request that he make an investigation and advise me relative thereto.

We will report to you later, when Mr. Chandler has completed his studies.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me
cc Mr. H. G. Smith
Mr. W. E. Chandler

ASSIGNMENT

No. 353

ate: July 8, 1952 of 7/8/52

By uk

Description: Letter from Brueau of Public Roads, C. G. Polk, Dis. Eng. re improvement of sight distance and alignment on Lone Pine School-O'Neil Section of Lone Pine School Road.

Acknowledged by _ _ _ _ _ Referred to _ Mr. H. G. Smith ✓ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XXXReturn with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

PLEASE RETURN
W. C. WILLIAMS

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _ _ _ _

Remarks:

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 8, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-122(1), Lone Pine School-O'Neil Section of the Lone Pine School Road are being approved. In our review of the plans, however, we noted substandard alignment and sight distances in several instances.

It is believed that even on a low traffic road, as this one is, it would be desirable to flatten some of the curves, particularly those with long tangent approaches. Hazardous conditions inherent in such a design exist, we believe, at stations 70 and 112 where the rates of curvature are 44° and 19°, respectively. The 80° curve at station 3 is considered less hazardous, being a wye curve and having better visibility by reason of favorable grades.

The non-passing sight distance at station 93 is shorter than is required by minimum standards and the vertical curve at that point is particularly undesirable because of its proximity to horizontal curves and other vertical curvature.

We realize that traffic will be light and very largely of local origin. However, the conditions noted will still constitute a serious hazard for traffic that is new to the road. If the improvements suggested are not prohibitive in cost, they could be handled as construction changes.

NOTED
W. C. WILLIAMS

Very truly yours,

C. G. POLK
District Engineer

By Arthur F. Bester
ARTHUR F. BESTER
Highway Engineer

RECEIVED
FOR FILING

Salem, Oregon
July 17, 1952

Maint. 141

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto are five certified copies each of two maintenance agreements with Crook County, one covering the Deschutes County Line-Crooked River Section of FAS 322 and one for the improvement of 4.16 miles of FAS Highway 400 from FAS Highway 320 northerly and easterly to a county road junction at the Lone Pine School, Oregon Project No. S-122(1).

The original of each agreement has been retained in this office for the Commission's files and a fully executed copy of each has been sent to the Crook County Court.

Yours very truly,

Secretary

rn
Attach: 2 (5 copies each)

RECEIVED
JUL 17 1952
FOR FILING

July 17, 1952

County Court of Crook County
Court House
Prineville, Oregon

Gentlemen:

We are enclosing herewith for the records and files of the County of Crook one fully executed copy each of two maintenenace agreements, one covering the Deschutes County Line-Crooked River Section of FAS 322, Oregon Project S-123(1), and one for improvement of 4.16 miles of FAS Highway 400 from FAS Highway 320 northerly and easterly to a county road junction at the Lone Pine School, Oregon Project No. S-122(1).

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

Babler Brothers, Inc.
4617 S. E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on July 10, 1952 awarded to you State Highway Contract No. 3750 for grading and oil mat surfacing of the Deschutes County Line-Crooked River and Lone Pine School-O'Neil Sections of the Terrebonne O'Neil and Lone Pine School County Roads in Crook County. This award was based on your bid of $91,327.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

Enclosure

cc: H. G. Smith
S. H. Probert
W. M. Franswa

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-123(1), Deschutes County Line-Crooked River Section, Terrebonne-O'Neil Road, to Babler Bros., Inc., Portland, Oregon, low bidder in the amount of $91,327.00 for this project combined with Oregon Project S-122(1), at the July 10, 1952 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

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FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-122(1), Lone Pine School-O'neil Section, Lone Pine School Road, to Babler Bros. Inc., Portland, Oregon, low bidder in the amount of $91,327.00 for this project combined with Oregon Project S-123(1), at the July 10, 1952 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

OREGON PROJECT S-123(1)
FAS HWY. NO. 322

RESOLUTION

7-2-52

WHEREAS, a County Road in **Crook** County, State of Oregon, known as the **Terrebonne-O'Neil** County Road, is routed through the County of **Crook**, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and **Crook** County, the section adopted for improvement being more particularly described as follows; to wit:

From the Crook-Deschutes County Line easterly to a junction with FAS Highway No. 400, a distance of 1.07 miles.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of **Crook** will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of **Crook**

Form cc-12

County, Oregon, that no encroachments will be permitted on the county road, known as the **Terrebonne-O'Neil** County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of **Crook** County, Oregon, this 2 day of July, 1952.

Attest:
Dora F. Stearns
County Clerk

By Asa W. Battles
County Judge

By J. C. Munson
County Commissioner

By Wm. R. McCormack
County Commissioner

OREGON PROJECT S-122(1)

RESOLUTION

7-9-52

WHEREAS, a County Road in **Crook** County, State of Oregon, known as the **Lone Pine** County Road, is routed through the County of **Crook**, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and **Crook** County, the section adopted for improvement being more particularly described as follows; to wit:

> **From FAS Highway No. 320 northerly and easterly to a county road junction at Lone Pine School, a distance of 4.16 miles.**

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of **Crook** will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded, and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of **Crook**

Form cc-12

County, Oregon, that no encroachments will be permitted on the county road, known as the Lone Pine County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Crook County, Oregon, this 2 day of May, 1952.

Attest:
Nora L. Stearns
County Clerk

By Asa W. Battles
County Judge

By J. C. Minson
County Commissioner

By Wm. R. McCormack
County Commissioner

RECEIVED
FOR FILING
OREGON DISTRICT

S-122(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-122(1), Lone Pine School-O'Neil Section of the Lone Pine School Road in Crook County have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Please forward the usual copies of county maintenance and encroachment resolutions prior to the project agreement estimate submission.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

ECEIVED
JUN 5 1952
FOR FILING

June 3, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover four copies of project statement map for the O'Neil-Lone Pine School Section, Project No. FAS 122.

Very truly yours,

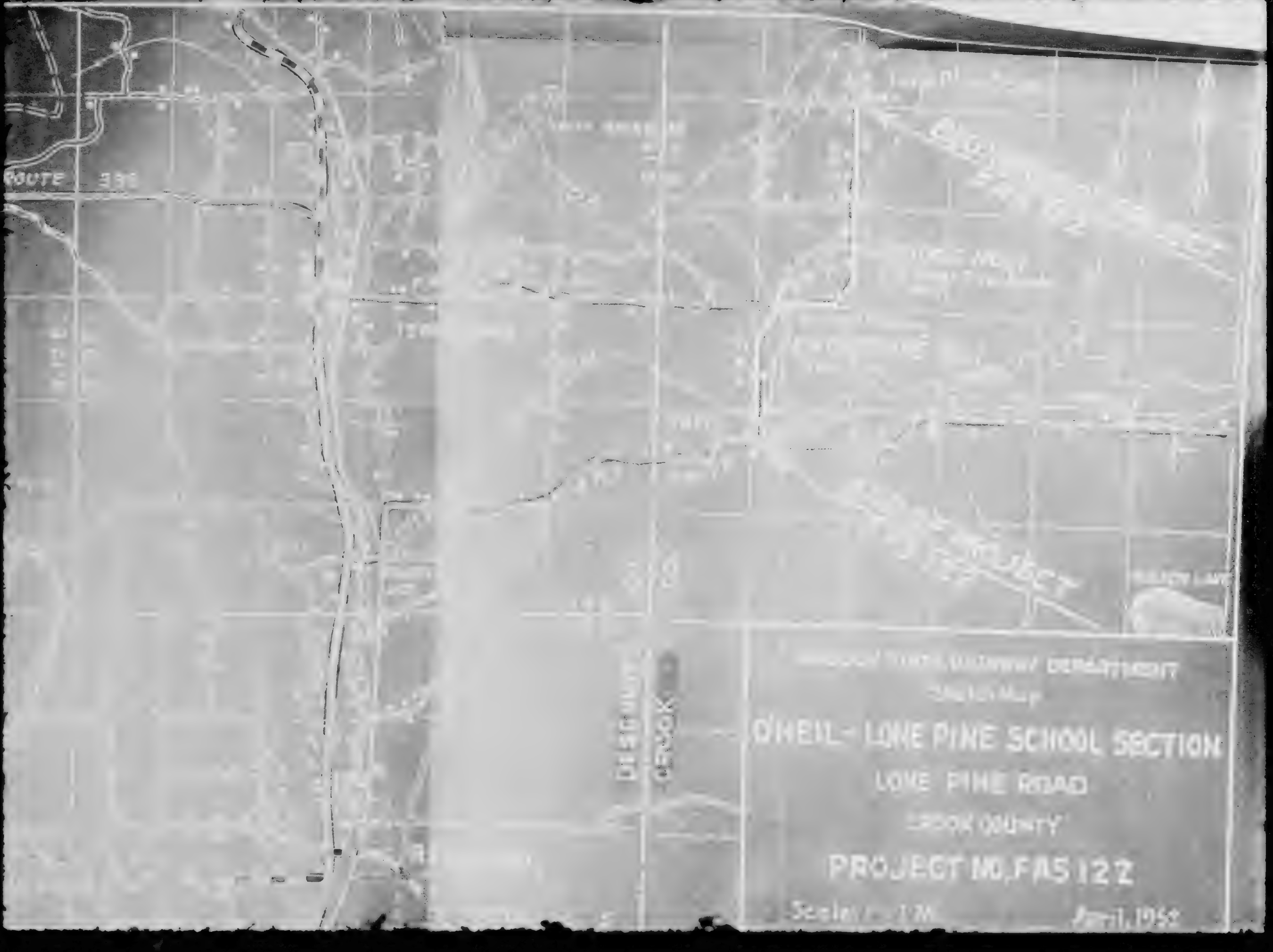
R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:tp

DESCHUTES CO.
CROOK CO.
O'NEIL - LON



[illegible] STATE HIGHWAY DEPARTMENT

Sketch Map

O'NEIL - LONE PINE SCHOOL SECTION

LONE PINE ROAD

CROOK COUNTY

PROJECT NO. FAS 122

Scale 1" = 1 M.

April, 1952

F.A.S.
REDMOND
DESCHUTES CO
CROOK CO
OREGON
O'NEIL - LONE
PROJEC
Scale:
Leng

LONE PINE SCHOOL SECTION
LONE PINE ROAD
PROJECT NO. FAS 122
April, 1952
BRIDGE NO. 1
TER

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

3250

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-123(1), Deschutes County Line-Crooked River Section of the Terrebonne-O'Neil Road in Crook County have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Please forward the usual copies of county maintenance and encroachment resolutions prior to the project agreement estimate submission.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

NOTED
J. W. CATTRALL

June 24, 1952

NOTED
Harold C. Ayers

Honorable Asa W. Battles
Crook County Judge
P. O. Box 488
Prineville, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Enclosed are seven copies each of two standard forms of maintenance agreements and two standard forms of encroachment resolutions covering the Lone Pine School-O'Neil section of FAS Highway No. 400 and the Deschutes County Line-Crooked River section of FAS Highway No. 322. These standard forms are a requirement of the Bureau of Public Roads and must be executed by the County prior to awarding of a contract. Please return all seven copies of each maintenance agreement and six copies of each encroachment resolution, signed and attested, to this office. After signature by the State Highway Commission, a fully executed copy of each maintenance agreement will be returned for the County's records.

Under separate cover we are forwarding a copy of the plans and specifications for these projects. A further requirement of the B.P.R. is that the Highway Commission obtain approval of these plans and specifications by the County. Please accompany the signed agreements and resolutions with a letter stating that the Crook County Court approves the plans and specifications for the Lone Pine School-O'Neil section, S-122(1), and for the Deschutes County Line-Crooked River section, S-123(1), as prepared by the Oregon State Highway Commission.

So that there will be no delay in awarding a contract, please forward the signed agreements, resolutions, and approval of plans and specifications so as to arrive in this office prior to July 4.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

RECEIVED
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FOR FILING

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[illegible]
[illegible]

Salem, Oregon
June 19, 1952

Mr. W. O. Widdows
Sign Engineer
Salem, Oregon

Mr. W. E. Chandler
Division Engineer
1290 Wall Street
Bend, Oregon

To meet federal aid requirements, it will be necessary to install reflectorized cross-buck signs and advance warning signs at the grade crossing of the City of Prineville Railroad on the county road leading from O'Neil to Lone Pine School; also to install narrow bridge warning signs at any narrow bridges on said county road between O'Neil and Lone Pine School.

The railway crossing referred to is about 0.2 mile north of O'Neil and about 14 miles west of Prineville.

The signs should be installed before completion of the construction on the Lone Pine School-O'Neil Road for which bids are to be received in July, which completion is scheduled for June 30, 1953.

W. C. Williams
Assistant State Highway Engineer

SHP:gs

EIVED

FOR FILING

June 19, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to assure you that prior to completion of proposed construction on the Lone Pine School-O'Neil Section of Highway FAS-400 (Project FAS-122), the State will install reflectorized cross-buck signs and advance warning signs at the railway grade crossing 0.2 mile north of the junction with Highway FAS-320 at O'Neil; also that any narrow bridges on Highway FAS-400 will be adequately protected with signs and protective devices.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

File ✓

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 17, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The route sketch map dated April 1952 for Oregon FAS-122, O'Neil-Lone Pine School in Crook County is approved today subject to the following conditions:

1. That the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63.

2. That adequate signs and protective devices be installed warning of the narrow bridges on the route until such time as new bridges are constructed.

City of Prineville R.R. 0.2 mi. N. of O'Neil, about 14 mi. West of Prineville — on road to Lone Pine School

NOTED
W. C. WILLIAMS

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

RECEIVED
STATE [illegible] ENGINEER

FORM 2-123X 25M 5-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

October 3, 1951

RECEIVED
OCT 22 1951
ENGINEER
COUNTY & CITY RELATIONS

Crook County Court

Prineville, Oregon

Gentlemen:

The Federal Aid Highway Act of 1950 provides that projects to be constructed with Federal Aid Secondary funds shall be selected by "the state highway department and the appropriate local officials in cooperation with each other." The Oregon State Highway Commission has selected the following projects in Crook County for construction from the Federal Aid Secondary fund as indicated.

FEDERAL FISCAL YEAR 1952 FUND
1. Paulina State Highway (FAS 402) - Prineville-Crooked River, 15.9 miles surface and oil $125,000

✓ FEDERAL FISCAL YEAR 1953 FUND
~~1. County Roads (FAS 322 & 400)~~: 5 miles grade, surface, and oil $150,000
(2) Powell Butte State Highway (FAS 404 a 542 ✓) - Powell Butte-Deschutes County Line, 7.7 miles grade, surface, and oil $150,000
3. O'Neil State Highway (FAS 320) MP 9.1 to MP 14.1, 5 miles grade, surface, and oil $100,000

If the Crook County Court concurs in the selection of the above projects, please indicate so by signing the second copy of this letter in the space provided and returning same to this office.

It would be appreciated if the Court will give this matter its immediate attention so that we may proceed with the surveys and preparation of plans and specifications.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

COUNTY COURT OF CROOK COUNTY

Date Oct 17, 1951

Asa W Battles
Judge

Munson
Commissioner

Wm R. McCormick
Commissioner

S-216(3) Calapooya Creek Bridge on 1952
the Elkton-Sutherlin Highway.

#3751

OREGON STATE HIGHWAY DEPARTMENT

(date)
Nov. 18, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3751	8-final	Tom Lillebo

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22663	R-80714	$ 5,200.59	11/18/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: June 30, 1953
Time Extensions: None
Completion Date: April 24, 1953
Date Accepted: May 18, 1953
Penalties: None of record
Claims: None of record
Remarks:

Date: 11-19-53

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

a a Wicklander

RECEIVED

[illegible]16(3)

3751

November 9, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3751 for constructing the Calapooya Creek Bridge on the Elkton-Sutherlin Highway, Douglas County, was completed by the contractor, Tom Lillebo, on April 24, 1953 and was formally accepted by the Highway Commission on May 18, 1953.

Final payment in the amount of $5,200.59 will be released to the contractor on or after November 19, 1953. The total contract amount is $70,800.84 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

Form PR 2 (Revised 1946)

705

State Oregon

Project No. S-216(3)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

S-216(3)

5757

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of November, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of November, 1951, a program, which was approved on the 15h day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of May, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred thirty-five thousand and 00/100 dollars ($235,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 529, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.** (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 1078+00 in the SE 1/4, Section 3, T. 25 S., R. 6 W., W.M., and survey station 1285+00 on Central Avenue in Sutherlin, without exception,**

, length **3.920** miles, in **Douglas** County, being **Oregon Federal Aid / Secondary** project No. **S-216(3)**, consisting of **3.836** miles of roadway and **three** bridges, each of more than 20 feet clear span, **0.084** of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

18—11370-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred thirty-five thousand and 00/100 dollars ($235,000.00), which does not exceed the authorized Federal pro rata share of three hundred eighty-four thousand, two hundred twenty-eight and 90/100 dollars ($384,228.90), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

NOV 11 '32

Oregon State Highway Department

Federal Aid Secondary
Project No. S-216 (3)

CALAPOOYA CREEK-SUTHERLIN SECTION OF THE ELKTON-SUTHERLIN HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 18, 1952

Type Code 6201
Roadway (Outside of City)(Sta. 1078+00 to 1281+00)(Contract No. 3744)

All Required		Clearing and Grubbing (98%)		$ 12,740.00
330	cu. yds.	Structural Excavation, Unclassified	$ 4.00	1,320.00
120	cu. yds.	Trench Excavation, Unclassified	2.00	240.00
96,230	cu. yds.	General Excavation, Unclassified	0.40	38,492.00
165,000	yd. stas.	Short Overhaul	0.02	3,300.00
3,700	C-yd. stas.	Long Overhaul	0.50	1,850.00
1,000	cu. yds.	Rock Slope Protection	3.00	3,000.00
3.76	miles	Finishing Roadbed and Slopes	800.00	3,008.00
5,650	lin. ft.	Rounding Cutbanks	0.20	1,130.00
40	lin. ft.	36-inch Corrugated Metal Pipe	12.00	480.00
70	lin. ft.	48-inch Corrugated Metal Pipe	18.00	1,260.00
600	lin. ft.	6-inch Perforated Corrugated Metal Pipe, Coated	2.00	1,200.00
740	lin. ft.	12-inch Concrete Pipe	2.00	1,480.00
500	lin. ft.	18-inch Concrete Pipe	4.25	2,125.00
200	lin. ft.	24-inch Concrete Pipe	6.00	1,200.00
80	lin. ft.	36-inch Concrete Pipe	10.00	800.00
90	cu. yds.	3/8" - 0 Backfill in Drains	6.00	540.00
33,000	cu. yds.	Coarse Material in Base	2.25	74,250.00
5,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.25	16,900.00
780	M-gals.	Sprinkling	2.50	1,950.00
3.76	miles	Preparation of Base	250.00	940.00
490	cu. yds.	3/4" - 0 Material in Binder Course	5.00	2,450.00
78	tons	RC-3 Asphalt in Binder Course	45.00	3,510.00
9,400	tons	Class "B" Asphaltic Concrete	7.40	69,560.00
38	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	1,748.00
245	cu. yds.	Aggregate in Seal Coat	5.00	1,225.00
		Subtotal		$246,698.00
		10% Engr. & Cont.		24,669.80
		Total		$271,367.80

Length of Roadway	3.761 miles
Cost Per Mile	$72,153.09

Type Code 6201
Roadway (Inside City of Sutherlin) (Sta. 1281+00 to 1285+00) (Contract No. 3746)

All Required		Clearing and Grubbing (02%)		$ 260.00
20	cu. yds.	Structural Excavation, Unclassified	$ 4.00	80.00
10	cu. yds.	Trench Excavation, Unclassified	2.00	20.00
470	cu. yds.	General Excavation, Unclassified	0.40	188.00
0.08	mile	Finishing Roadbed and Slopes	800.00	64.00
50	lin. ft.	Rounding Cutbanks	0.20	10.00
160	lin. ft.	12-inch Concrete Pipe	2.00	320.00
1,000	cu. yds.	Coarse Material in Base	2.25	2,250.00
200	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.25	650.00
20	M-gals.	Sprinkling	2.50	50.00
0.08	mile	Preparation of Base	250.00	20.00
10	cu. yds.	3/4" - 0 Material in Binder Course	5.00	50.00
2	tons	RC-3 Asphalt in Binder Course	45.00	90.00
200	tons	Class "B" Asphaltic Concrete	7.40	1,480.00
2	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	92.00
5	cu. yds.	Aggregate in Seal Coat	5.00	25.00
		Subtotal		$ 5,649.00
		10% Engr. & Cont.		564.90
		Total		$ 6,213.90

Length of Roadway 0.075 mile
Cost per Mile $82,852.00

Type Code X020
Bridge (Sta. 1094+72 to 1095+28) (Contract No. 3746)

550	lin. ft.	Furnish Treated Piling	$ 2.00	$ 1,100.00
20	only	Drive Piles	90.00	1,800.00
80	cu. yds.	Class "A" Concrete	78.00	6,240.00
18,000	lbs.	Metal Reinforcement	0.11	1,980.00
1.4	M-FBM	Treated Lumber in Place	300.00	420.00
All Required		Remove Bridge at Sta. 1095		500.00
				$12,040.00

Type Code X020
Bridge (Sta. 1105+34 to 1105+90) (Contract No. 3746)

580	lin. ft.	Furnish Treated Piling	$ 2.00	$ 1,160.00
24	only	Drive Piles	90.00	2,160.00
80	cu. yds.	Class "A" Concrete	78.00	6,240.00
19,000	lbs.	Metal Reinforcement	0.11	2,090.00
3.0	M-FBM	Treated Lumber	300.00	900.00
All Required		Provide for Traffic and Remove Bridge at Sta. 1105+62		1,000.00
				$13,550.00

Type Code X021
Calapooya Creek Bridge (Sta. 1154+35 to 1157+67)(Contract No. 3752)

All Required		Shoring, Cribbing, Etc.		$ 7,500.00
200	cu. yds.	Structural Excavation	$ 8.00	1,600.00
10	cu. yds.	Structural Excavation, Below Elevation Shown	20.00	200.00
860	lin. ft.	Furnish Treated Piling	1.70	1,462.00
28	only	Drive Piles	50.00	1,400.00
650	cu. yds.	Class "A" Concrete	64.00	41,600.00
160,000	lbs.	Metal Reinforcement	0.11	17,600.00
				$ 71,362.00

Subtotal	$ 96,952.00
10% Engr. & Cont.	9,695.20
Total	$106,647.20

Length of Bridges 0.084 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway:			
Outside City	$271,367.80	$165,972.00	$105,395.80
Inside City	6,213.90	3,801.00	2,412.90
Bridges	106,647.20	65,227.00	41,420.20
	$384,228.90	$235,000.00	$149,228.90

State Funds for Constr.: Chapter 175, laws 1917; chapter 31, laws 1920; chapter 529, laws 1939.

State Funds for Maint.: Chapter 529, laws 1939.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-216(3), Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-216(3), Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. POLK
District Engineer

Oregon State Highway Department

Federal Aid Secondary
Project No. S-216 (3)

CALAPOOYA CREEK-SUTHERLIN SECTION OF THE ELKTON-SUTHERLIN HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 24, 1952

Type Code 6201
Roadway (Outside of City)(Sta. 1078+00 to 1281+00)(Low Bid Prices)

All Required		Clearing and Grubbing (98%)	$	$ 12,740.00
330	cu. yds.	Structural Excavation, Unclassified	4.00	1,320.00
120	cu. yds.	Trench Excavation, Unclassified	2.00	240.00
96,230	cu. yds.	General Excavation, Unclassified	0.40	38,492.00
165,000	yd. sta.	Short Overhaul	0.02	3,300.00
3,700	C-yd. Sta.	Long Overhaul	0.50	1,850.00
1,000	cu. yds.	Rock Slope Protection	3.00	3,000.00
3.76	miles	Finishing Roadbed and Slopes	800.00	3,008.00
5,650	lin. ft.	Rounding Cutbanks	0.20	1,130.00
40	lin. ft.	36" Corrugated Metal Pipe	12.00	480.00
70	lin. ft.	48" Corrugated Metal Pipe	18.00	1,260.00
600	lin. ft.	6" Perforated Corrugated Metal Pipe, Coated	2.00	1,200.00
740	lin. ft.	12" Concrete Pipe	2.00	1,480.00
500	lin. ft.	18" Concrete Pipe	4.25	2,125.00
200	lin. ft.	24" Concrete Pipe	6.00	1,200.00
80	lin. ft.	36" Concrete Pipe	10.00	800.00
90	cu. yds.	3/8" - 0 Backfill in Drains	6.00	540.00
33,000	cu. yds.	Coarse Material in Base	2.25	74,250.00
5,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.25	16,900.00
780	M-gals.	Sprinkling	2.50	1,950.00
3.76	miles	Preparation of Base	250.00	940.00
490	cu. yds.	3/4" - 0 Material in Binder Course	5.00	2,450.00
78	tons	RC-3 Asphalt in Binder Course	45.00	3,510.00
9,400	tons	Class "B" Asphaltic Concrete	7.40	69,560.00
38	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	1,748.00
245	cu. yds.	Aggregate in Seal Coat	5.00	1,225.00
		Subtotal		$246,698.00
		10% Engr. & Cont.		24,669.80
		Total		$271,367.80

Length of Roadway	3.761 miles
Cost per Mile	$72,153.09

Type Code 6201
Roadway (Inside City of Sutherlin)(Sta. 1221+00 to 1225+00)(Low Bid Prices)

All Required		Clearing and Grubbing (02%)		$ 260.00
20	cu. yds.	Structural Excavation, Unclassified	$ 4.00	80.00
10	cu. yds.	Trench Excavation, Unclassified	2.00	20.00
470	cu. yds.	General Excavation, Unclassified	0.40	188.00
0.08	mile	Finishing Roadbed and Slopes	800.00	64.00
50	lin. ft.	Rounding Cutbanks	0.20	10.00
160	lin. ft.	12-inch Concrete Pipe	2.00	320.00
1,000	cu. yds.	Coarse Material in Base	2.25	2,250.00
200	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.25	650.00
20	M-Gals.	Sprinkling	2.50	50.00
0.08	mile	Preparation of Base	250.00	20.00
10	cu. yds.	3/4" - 0 Material in Binder Course	5.00	50.00
2	tons	RC-3 Asphalt in Binder Course	45.00	90.00
200	tons	Class "B" Asphaltic Concrete	7.40	1,480.00
2	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	92.00
5	cu. yds.	Aggregate in Seal Coat	5.00	25.00
		Subtotal		$5,649.00
		10% Engr. & Cont.		564.90
		Total		$6,213.90

Length of Roadway 0.075 mile
Cost per Mile $82,852.00

Type Code X020
Bridge (Sta. 1094+72 to 1095+28)(Low Bid Prices)

550	lin. ft.	Furnish Treated Piling	$ 2.00	$ 1,100.00
20	only	Drive Piles	90.00	1,800.00
80	cu. yds.	Class "A" Concrete	78.00	6,240.00
18,000	lbs.	Metal Reinforcement	0.11	1,980.00
14	M-FBM	Treated Lumber in Place	300.00	420.00
All Required		Remove Bridge at Sta. 1095		500.00
				$12,040.00

Type Code X020
Bridge (Sta. 1105+34 to 1105+90)(Low Bid Prices)

[illegible]	lin. ft.	Furnish Treated Piling	$ 2.00	$ 1,160.00
24	only	Drive Piles	90.00	2,160.00
[illegible]	cu. yds.	Class "A" Concrete	78.00	6,240.00
19,000	lbs.	Metal Reinforcement	0.11	2,090.00
30	M-FBM	Treated Lumber	300.00	900.00
All Required		Provide for Traffic and Remove Bridge at Sta. 1105+62		1,000.00
				$13,550.00

Type Code X021
Calapooya Creek Bridge (Sta. 1154+35 to 1157+67)

All Required		Shoring Cribbing, etc.	$	$ 9,000.00
200	cu. yds.	Structural Excavation	10.00	2,000.00
10	cu. yds.	Structural Excavation below Elevation Shown	10.00	100.00
860	lin. ft.	Furnish Treated Piling	1.80	1,548.00
28	only	Drive Piles	45.00	1,260.00
650	cu. yds.	Class "A" Concrete	68.00	44,200.00
160,000	lbs.	Metal Reinforcement	0.11	17,600.00
				$ 75,708.00
		Subtotal		$101,298.00
		10% Engr. & Cont.		10,129.80
		Total		$111,427.80

Length of Bridges 0.084 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway:			
Outside City	$271,367.80	$163,933.00	$107,434.80
Inside City	6,213.90	3,754.00	2,459.90
Bridges	111,427.80	67,313.00	44,114.80
	$389,009.50	$235,000.00	$154,009.50

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 9, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-216(3), Calapooya Creek-Sutherlin Section of the Elkton-Sutherlin Highway, have today been recommended for approval subject to such changes asmay be recommended by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been acquired.

Please submit copies of an encroachment resolution covering the portion of the project within the city limits of Sutherlin.

Very truly yours,

C G Polk

C. G. Polk
District Engineer

CALAPOOYA CREEK-SUTHERLIN SECTION

Project No. S-216 (3)

While negotiation for rights of way are in progress, three parcels have not been acquired but it is now believed that all necessary rights of way or rights of entry can be made fully available within eighteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 9, 1952

Oregon State Highway Department

Federal Aid Secondary
Project No. S-216 (3)

CALAPOOYA CREEK-SUTHERLIN SECTION OF THE ELKTON-SUTHERLIN HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 6, 1952

Type Code 6201
Roadway (Outside of City) (Sta. 1078+00 to 1281+00)

All Required		Clearing and Grubbing (98%)		$ 7,840.00
330	cu. yds.	Structural Excavation, Unclassified	$ 3.50	1,155.00
120	cu. yds.	Trench Excavation, Unclassified	3.00	360.00
96,230	cu. yds.	General Excavation, Unclassified	0.35	33,680.50
165,000	yd. sta.	Short Overhaul	0.02	3,300.00
3,700	C-yd. sta.	Long Overhaul	0.50	1,850.00
1,000	cu. yds.	Rock Slope Protection	4.00	4,000.00
3.76	miles	Finishing Roadbed and Slopes	600.00	2,256.00
5,650	lin. ft.	Rounding Cutbanks	0.15	847.50
40	lin. ft.	36-inch Corrugated Metal Pipe	12.00	480.00
70	lin. ft.	48-inch Corrugated Metal Pipe	17.00	1,190.00
600	lin. ft.	6-inch Perforated Corrugated Metal Pipe, Coated	2.25	1,350.00
740	lin. ft.	12-inch Concrete Pipe	2.25	1,665.00
500	lin. ft.	18-inch Concrete Pipe	3.50	1,750.00
200	lin. ft.	24-inch Concrete Pipe	5.00	1,000.00
80	lin. ft.	36-inch Concrete Pipe	11.00	880.00
90	cu. yds.	3/8" - 0 Backfill in Drains	5.00	450.00
33,000	cu. yds.	Coarse Material in Base	2.00	66,000.00
5,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.50	18,200.00
780	M-gal.	Sprinkling	3.00	2,340.00
3.76	miles	Preparation of Base	200.00	752.00
490	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,960.00
78	tons	RC-3 Asphalt in Binder Course	43.00	3,354.00
9,400	tons	Class "B" Asphaltic Concrete	6.50	61,100.00
38	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	1,710.00
245	cu. yds.	Aggregate in Seal Coat	5.00	1,225.00
			Subtotal	$220,695.00
			10% Engr. & Cont.	22,069.50
			Total	$242,764.50

Length of Roadway 3.761 miles
Cost per mile $64,547.85

Type Code 6201
Roadway (Inside City of Sutherlin)(Sta. 1281/00 to 1285/00)

All Required		Clearing and Grubbing (2%)		$ 160.00
20	cu. yds.	Structural Excavation, Unclassified	$ 3.50	70.00
10	cu. yds.	Trench Excavation, Unclassified	3.00	30.00
470	cu. yds.	General Excavation, Unclassified	0.35	164.50
0.08	mile	Finishing Roadbed and Slopes	600.00	48.00
50	lin. ft.	Rounding Cutbanks	0.15	7.50
160	lin. ft.	12-inch Concrete Pipe	2.25	360.00
1,000	cu. yds.	Coarse Material in Base	2.00	2,000.00
200	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.50	700.00
20	M-gals.	Sprinkling	3.00	60.00
0.08	mile	Preparation of Base	200.00	16.00
10	cu. yds.	3/4" - 0 Material in Binder Course	4.00	40.00
2	tons	RC-3 Asphalt in Binder Course	43.00	86.00
200	tons	Class "B" Asphaltic Concrete	6.50	1,300.00
2	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	90.00
5	cu. yds.	Aggregate in Seal Coat	5.00	25.00
			Subtotal	$ 5,157.00
			10% Engr. & Cont.	515.70
			Total	$ 5,672.70

Length of Roadway 0.075 mile
Cost per mile $75,636.00

Type Code X020
Bridge (Sta. 1094/72 to 1095/28)

550	lin. ft.	Furnish Treated Piling	$ 1.80	$ 990.00
20	only	Drive Piles	60.00	1,200.00
80	cu. yds.	Class "A" Concrete	65.00	5,200.00
18,000	lbs.	Metal Reinforcement	0.12	2,160.00
1.4	M-FBM	Treated Lumber in Place	300.00	420.00
All Required		Remove Bridge at Sta. 1095		1,000.00
				$ 10,970.00

Type Code X020
Bridge (Sta. 1105/34 to 1105/90)

580	lin. ft.	Furnish Treated Piling	$ 1.80	$ 1,044.00
24	only	Drive Piles	60.00	1,440.00
80	cu. yds.	Class "A" Concrete	65.00	5,200.00

19,000 lbs.	Metal Reinforcement	$ 0.12	$ 2,280.00
3.0 M-FBM	Treated Lumber	300.00	900.00
All Required	Provide for Traffic and Remove Bridge at Sta. 1105/62		2,000.00
			$ 12,864.00
		Subtotal	$ 23,834.00
		10% Engr. & Cont.	2,383.40
		Total	$ 26,217.40

Length of Bridges 0.021 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway:			
Outside City	$242,764.50	$150,261.00	$ 92,503.50
Inside City	5,672.70	3,511.00	2,161.70
Bridges	26,217.40	16,228.00	9,989.40
	$274,654.50	$170,000.00	$104,654.60

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AUG 6 1952
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3751

August 6, 1952

Mr. Tom Lillebo
Reedsport,
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3751, which was awarded to you on July 10, 1952 by the State Highway Commission, covering the Calapooya Creek Bridge Project in Douglas County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

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Enc. 1

Recorded 8-6-52
rn

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JUL 15 1952
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July 14, 1952

Mr. Tom Lillebo
Reedsport, Oregon

Dear Mr. Lillebo:

The State Highway Commission on July 10, 1952 awarded to you State Highway Contract No. 3751 for construction of the Calapooya Creek Bridge on the Elkton-Sutherlin Highway in Douglas County. This award was based on your bid of $71,362.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mhr
Enclosure

cc: H. G. Smith
S. H. Probert
W. M. Franzwa
G. S. Paxson

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

July 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-216(3), Calapooya Creek Bridge on the Elkton-Sutherlin Highway, to Tom Lillebo, Reedsport, Oregon, low bidder in the amount of $71,362.00 at the July 10, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

F-178(4) Middle Unit, Reedsport-Dean 1952
Creek Sec., Umpqua Hwy.
#3752

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MAR 23 1955
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JOHN W. PURVIS
CITY ATTORNEY

H. M CABE
CHIEF OF POLICE

TOM LILLEBO
MAYOR

ART LLEFSON
WATER SUPT.

I. G. JOHNSON
RECORDER

CITY OF REEDSPORT

REEDSPORT, OREGON

March 23, 1955

Mr. R. H. Baldock
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of January 26, 1955 regarding the relamping of the Winchester Ave. intersection with the Reedsport-Dean Creek Section of the Umpqua Highway.

TheCity of Reedsport will accept this responsibility.

Very truly yours,

Alfred A. Rear
Alfred A. Rear
City Manager

REFERRED TO
Crandall
By State Highway Engineer

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MAR 24 1955
OREGON
STATE HIGHWAY COMMISSION

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JAN 27 1955
FOR FILING

January 26, 1955

Mr. Alfred M. Reer
City Manager
Reedsport, Oregon

Dear Sir:

As a part of the reconstruction of the Reedsport-Dean Creek Section of the Umpqua Highway, it is planned to install luminaire units at the intersection of the highway with Winchester Avenue. The State-City agreement, which has already been executed, requires that the City pay for the electrical energy consumed by the units. It was also intended that the City be asked to care for the relamping of the luminaire units. However, this was inadvertently omitted from the agreement.

It is requested that the City of Reedsport agree to care for the relamping. Will you please advise me of the reaction of the Council to this proposal?

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. J. W. Cattrall

VJ:mm fp

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FORM E-30 25M 9-51 52315

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 20, 1954
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

In connection with the construction of the Reedsport-Dean Creek Section of the Umpqua Highway as a throughway an agreement for the closing of intersecting streets, etc., was prepared for execution by the City of Reedsport. A representative of the County & City Relations Division discussed the terms of the proposed agreement with the City Council and found that the City was agreeable to the closing of the various streets involved, but objected to the provision therein whereby the City would agree to indemnify the State against claims for damages resulting from change of grade.

As I understand it, Second Street is the only street to be affected by a change in grade and this only to provide for a connection between said street and the throughway.

The change in grade is to be nominal so far as we know, and a Mr. Hinsdale owns some of the property which will be affected. It is not known, however, whether he owns all of the property which might be affected. It is known, however, that he is favorable to the project and the change of grade and apparently will execute a form of waiver of damages.

This office was requested to prepare an appropriate form of release of damages and this we have done and a copy is attached hereto. The form will have to be completed as to the property owner's name, together with the legal description of the property which he owns and proposes to cover in the release.

When the plans for the change of grade of Second Street have been completed I would suggest legal descriptions of all of the properties to be affected be prepared. Mr. Fred Morgan, Chief of the Title Section, can, if necessary, obtain title information as to the owners of all the affected properties and the release forms can be then completed and negotiations had with the property owners to obtain their consent.

I understand that a representative of the County and City Relations Division has discussed this matter with Mr. Hinsdale who owns property adjacent to the Umpqua Highway and Second Street. Inasmuch as the County and City Relations Division is thoroughly familiar with this matter and has established contact with at least one of the property owners involved, it is suggested that further negotiations with the property owners be handled by the County and City Relations Division. It is not anticipated that any compensation will be paid to the property owners inasmuch as we are securing only a release from them and the increase in grade of Second Street, if any, will result in benefit to them rather than damage.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By G E Rohde
G. E. ROHDE, Chief
Office Section

GER:jfw
Enc.
cc: Mr. Robert L. May, Jr.
Mr. Fred Morgan
Mr. R. L. Porter

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1954

RELEASE OF CLAIM FOR DAMAGES

THIS RELEASE, made and executed this _____ day of __________, 1954, by ______________ HINSDALE and ______________ HINSDALE, husband and wife, to STATE OF OREGON, by and through its State Highway Commission;

W I T N E S S E T H :

KNOW ALL MEN BY THESE PRESENTS, That we, ______________ Hinsdale and ______________ Hinsdale, husband and wife, for and in consideration of the benefits to be received by the construction of the relocated Umpqua Highway and the connection of Second Street in the City of Reedsport thereto, have released, and do hereby release, the State of Oregon, by and through its State Highway Commission, from all claims for loss, injury or damage of every nature whatsoever which heretofore may have accrued, or may hereafter accrue, under the provisions of ORS 373.040, to Lot _____, Block ______, (Umpqua Addition) (Railroad Addition), to the City of Reedsport, Douglas County, Oregon, arising out of or connected with the establishment, construction and maintenance of a connection between Second Street in the City of Reedsport and the relocated Umpqua Highway.

We hereby covenant to and with the State of Oregon, by and through its State Highway Commission, that we are the legal owners of the said Lot ______, Block ______, (Umpqua Addition) (Railroad Addition), to the City of Reedsport, Douglas County, Oregon; that the same is free from liens and encumbrances, and that we will defend this release against all lawful claims whatsoever.

IN WITNESS WHEREOF, we have set our hands and seals the day first above written.

____
Hinsdale

____
Hinsdale

(ADD NOTARIAL ACKNOWLEDGMENT)

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
Geology And Soils Section
Project Base Design

ADT Trucks 221

Section Reedsport-Dean Creek Highway Umpqua
County Douglas Prefix Date 9/22/54 Res. Engr. P. F. Burnett
Length of Project 1.38 Miles. Station 31+40 To Station 104+00

DETAIL OF BASE COURSES AND WEARING SURFACE, in inches

Station to Station	Equivalent Surfacing In Place On Road	Select Subgrade Material	Topping Material	Base Material	Leveling Course	Wearing Surface 0-11	Total Base etc. and Wear. Surface	Design Classif. of Traffic
31+40 to 104+00		18" (2)		12"	1½"	1½"	24"	V. H.

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	% Pass. 40 Screen	% Abrasion Loss	% Sodium Sulphate Loss	Asphalt Stripping	L.L.	P.I.	To be used for
Selected subgrade material	No test -		rock cuts on project.							
base course (1)	No test									

REMARKS

(1) Base Rock "from such source or sources of suitable rock or gravel as the contractor may elect to use." "To be uniformly graded in size from dust to maximum size of 3 inches." This will probably be from commercial source.

(2) Considered equivalent to 9" of base. Will not be carried thru cut areas. Cut-fill transitions to carry selected subgrade material.

Submitted by Soils Engineer
Recommended by Construction Engineer
Recommended by Engineer of Materials
Approved by Deputy State Highway Engineer

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
Geology And Soils Section
Summary of Base Design Data

Section: West Unit, Reedsport-Deah Creek Highway: Umpqua County: Douglas

Traffic ADT Trucks: 221 Total: 1300 Design Classif.: V. H. Res. Eng'r.: P. F. Burnett

Length of Project: 1.38 Miles, Station: 31+40 To Station: 104+00 Prefix:

STATION	Rt.	℄	Lt.	Depth of Sample	% Pass 200 Screen	L.L.	P.I.	''R'' Value	% Silt.	Base and Wearing Surface Inches	Safety Factor Inches	Total Base and Wear. Surf. Inches	Remarks
No embankment soils sampled. Cuts are considered by Division Soils Engineer to be sandstone.													

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 20, 1954

SUBJECT:

To: Mr. Ray Webber
Assistant Construction Engineer

Attention: Mr. W. C. Hill

Dear Sir

I have discussed the soil and geology question on the Reedsport Section of the Umpqua Highway with Mr. H. Unger immediately after your phone call of this date.

Mr. Unger confirmed my statement that there were enough exposed faces of rather hard sandstone in the present highway cut banks to eliminate the necessity of taking samples of soil to be used for this project.

Sandstone is similar to that encountered on the project completed a year and one-half ago. This material was layered sandstone and required shooting. Earth material was hand augered and was of decomposed sandstone.

Mr. Webber accompanied Mr. Unger and made an inspection of this project. A base design of 15 inches base plus wear was tentatively approved over 18 inches of this material.

No samples of this sandstone were submitted for that reason.

Very truly yours

Tom Edwards
Division Engineer

By F D Morgan

F. D. Morgan
Assistant Division Engineer

FDM:ri
cc H. S. Unger

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1954
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March 29th, 1954

NOTED
State Highway Engineer

FINAL COST ANALYSIS

Middle Unit, Reedsport-Dean Creek Section
Contract #3752

F 115(4)

Grading & Oil Mat Surfacing
Fred H. Slate Co., Oreg. Ltd., Contractor
P. F. Burnett, Resident Engineer

Umpqua Highway
Prefix 10-1061-201(41)

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	100%	$	$	$ 18,907.25	$ 20,000.00
Struct. Excav., Unclass.	Cu. Yd.	1,333.32	3.53	4.00	4,707.30	5,333.28
General " "	" "	169,489	1.04	1.20	175,484.21	203,386.80
Short Overhaul	Yd. Sta.	562,009	0.017	0.02	9,699.14	11,240.18
Long Overhaul	C-Yd. Sta.	46,821	0.43	0.50	20,198.50	23,410.50
Finish R/B & Slopes	Mile	2.15	876.90	1000.00	1,885.34	2,150.00
Rounding Cutbanks	Lin. Ft.	1,192	0.24	0.25	292.09	298.00
18" Concrete Pipe	" "	180	4.83	4.00	868.64	720.00
24" " "	" "	111	11.05	6.00	1,226.92	666.00
36" " "	" "	258	12.85	10.00	3,315.92	2,580.00
Metal Guard Rail	" "	425	3.67	4.00	1,560.81	1,700.00
3"-0" Material in Base	Cu. Yd.	17,361	2.41	2.60	41,890.35	45,138.60
1¼"-0" Material in Base and Shoulders	" "	2,914	2.45	2.60	7,152.31	7,576.40
Sprinkling	M/Gal.	938.5	1.92	2.50	1,804.26	2,346.25
*Preparation of Base	Mile	2.15	300.00	300.00	645.00	645.00
*Furn. & Place Aggregates	Cu. Yd.	1,903	4.35	4.35	8,278.05	8,278.05
*Furn. & Place 150-200 Asphalt	Ton	153.85	55.00	55.00	8,461.75	8,461.75
*Furn. & Place RS-1 Emulsified Asphalt	"	36.8	60.00	60.00	2,208.00	2,208.00
PA #1, Felling Danger Trees	Sq. Ft.	408.9	2.56	6.00	1,047.69	2,453.40
PA #2, Furn. & Install Timber Cradle Under 24-Inch Pipe	Lin. Ft.	109	7.65	6.60	834.16	719.40

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #2, Furn. & Install Timber Cradle Under 36-Inch Pipe	Lin. Ft.	257	$7.91	$6.75	$ 2,034.49	$ 1,734.75
PA #2, Furn. & Install 1" x 6" Sheet Pile Cutoff Wall	" "	288	2.82	1.35	813.62	388.80
Furn. & Install Concrete Bag Riprap	Cu. Yd.	9.5	35.67	35.00	338.89	332.50
PA #3, Furn. & Install Timber Cradle Under 48-Inch Pipe	Lin. Ft.	109	8.63	7.85	940.82	855.65
PA #3, Furn. & Install 48-Inch Concrete Pipe	" "	108	15.52	15.00	1,670.68	1,620.00
PA #4, Extra Clearing and Grubbing	All	100%		600.00	Included in Clearing	600.00
PA #5, Purchase Excess 48-Inch Pipe	Lin. Ft.	32	10.35	10.35	331.20	331.20
PA #5, Purchase Excess Timber Cradle	" "	27	6.10	6.10	164.70	164.70
*PA #6, Purchase Excess 150-200 Asphalt in Barrels	Ton	4.14	35.68	35.68	147.72	147.72
					$316,909.81	$355,486.93

Gross Revenue	$355,486.93
Total Cost	316,909.81
Net Profit	$ 38,577.12

Net Profit Equals 10.8% of Gross Revenue

Contract #3752
Fred H. Slate Co., Oreg. Ltd.

Detail of Cost

Labor:

Labor and Supervision	$104,212.71	
Labor Insurance	5,604.68	
		$109,817.39

Materials:

Crushed Rock Purchased:	23,626	Cu. Yd.	at $1.85	$ 43,708.10	
	400	" "	" 2.45	980.00	
	56	" "	" 2.60	145.60	
18" Concrete Pipe	180	Lin. Ft.	" 2.10	415.98	
24" " "	111	" "	" 2.75	367.82	
36" " "	258	" "	" 5.50	1,704.59	
48" " "	140	" "	" 10.35	1,449.00	
Metal Guard Rail	425	" "	" 1.60	680.00	
Metal End Wimgs	4	Each	" 3.40	13.60	
24" Timber Cradle	109	Lin. Ft.	" 5.15	561.35	
36" " "	257	" "	" 5.25	1,349.25	
48" " "	136	" "	" 6.10	829.60	
Redimix	9.5	Cu. Yd.	" 18.10	171.95	
					52,376.84

Equipment Rentals, Supplies and Miscellaneous Expense:

Equipment (Hired)	$ 6,608.67	
Equipment Rental (Own)	92,858.23	
Gas, Oil and Grease	11,026.03	
Explosives	8,915.36	
Wire Rope	49.63	
Bits	47.71	
Drill Steel & Bits	301.74	
Freight	391.05	
Bond	2,334.15	
P.L. & P.D.	1,302.66	
Small Tools & Misc. Supplies	4,578.60	
Home Office & General Overhead	9,336.60	
		137,750.43

Items Subcontracted to J. C. Comton Co. at Bid Prices:

Preparation of Base	$ 645.00	
Furnish & Place Aggregates (Aggregate Furnished by State)	4,689.06	
Furnish & Place 150-200 Asphalt	8,461.75	
" " " RS-1 Emulsified Asphalt	2,208.00	
Excess 150-200 Asphalt in Barrels (4.14 Ton at $35.68)	147.72	
		16,151.53

Item Done by Tom Lillebo:

PA #2, Furnish & Install 1" x 6" Sheet Pile for Curoff Wall	$ 813.62	
		813.62

Total Cost $316,909.81

Remarks:

This was a "Regular Federal Aid Project" located on the Umpqua Highway in Douglas County. The westerly end is about 0.17 mile easterly of the corporate limit of Reedsport. The easterly end is about 0.06 mile west of the crossing of Koepke Slough. The overall length of the project is 2.15 miles.

The work to be done consisted of the construction of 2.15 miles of highway roadbed, rock base and shoulders, Type 0-11 oil mat wearing surface and the performance of such other additional and incidental work called for in the plans and specifications.

The project was bid and awarded to the Fred H. Slate Co., Oreg. Ltd. on July 10th, 1952, and the work was completed on August 10th, 1953.

The contractor began moving in equipment on August 4th, 1952, and started clearing on August 11th, 1952. This phase of work was completed about February 25th, 1953. The clearing and burning progressed exceptionally fast, using a crew of from 14 to 18 men, two D-8 caterpillar tractors with bulldozer, a 3/4 cu. yd. shovel with dragline and hook and two power saws until September 26th, 1952, at which time the contractor reduced his clearing crew to 6 men and mechanical equipment when needed. This crew remained constant until the clearing and burning was finished. A small profit was made on this item of work.

The grading was begun on September 11th, 1952, and was completed on July 24th, 1953. The equipment used in excavating consisted of a Northwest 80-D shovel (2½ cu. yd.), three Euclids, two turnapulls with center dump trailers, three D-8 caterpillar tractors with bulldozers, two 500 compressors, one 315 compressor, three wagon drills and other necessary grading equipment. The material, being almost all rock, was moved with a 2½ cu. yd. shovel and heavy hauling equipment.

Many difficulties were encountered during the installation of the concrete culvert pipe, most of which was laid through a swampy area. While laying the 36-inch pipe, the coffer dam broke twice in one day, flooding the area and causing considerable extra expense. While installing the 24-inch concrete pipe, the cover material became saturated with water and slipped, spreading the pipe, thereby necessitating the relaying. All pipe under the highway roadbed was laid in two sections, as at least half the width of the roadbed had to be kept open for traffic.

The equipment used in laying pipe consisted of a 22-B Bucyrus Erie 3/4 cu. yd. shovel with dragline, a flatbed truck, a D-8 caterpillar tractor with bulldozer and miscellaneous equipment. The pipe items show costs in excess of the bid prices.

The aggregates were purchased locally and hauled to the project in hired trucks. It was processed on the road by using a D-8 caterpillar tractor with a bulldozer, a #12 motor grader, 3,500-gal. water truck and a 3-leg, 10-ton roller. A good profit was made on these items.

The items "Preparation of Base", "Furnish and Place Aggregates", "Furnish and Place 150-200 Asphalt" and "Furnish and Place RS-1 Emulsified Asphalt" were done all or in part by the J. C. Compton Co., subcontractor.

The contractor, having excellent supervision, a good plan of operation and using a small amount of good equipment, realized a good profit on the project.

E. H. Clymer
Chief Cost Analyst

By . . F. W. Sugnet

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

F-17x(4)

3752

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 23, 1953

C
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P
Y

Oregon State Highway Commission

Gentlemen:

We have four construction projects either finished or now being finished, on which the project authorization has been exceeded in excess of the five per cent limit established by the Commission.

The four projects and reasons for overrun of project authorizations are as follows:

Noble Slough-Foster Section of the
Santiam Highway, Contract No. 3918:

This project apparently will overrun approximately $25,000, which is an eight per cent overrun of the project authorization. This overrun was caused solely by a slide of considerable magnitude which occurred in the narrow canyon section of the project and resulted in excess excavation items, plus haul, in the approximate amount of the overrun.

Middle Unit, Reedsport-Dean Creek Section of the
Umpqua Highway, Contract No. 3752:

There is an anticipated overrun of the project authorization in the amount of $22,000, which is a 6.15 per cent overrun of the authorization. This overrun again was caused mainly by slides, which, while of a small nature, considerably increased the cost of excavation and haul. There actually was an overrun of approximately $29,000 in excavation items, but some saving on other items, including about $4,000 in engineering, reduces the total overrun to the above-mentioned $22,000.

Winchester Bay-Clear Lake Unit of the
Oregon Coast Highway, Contract No. 3656:

The project authorization will apparently overrun in an amount of approximately $67,000, which is an approximate eight per cent overrun of the authorization. This overrun again is occasioned almost entirely by excess excavation items and haul occasioned by slide conditions. The total amount of excavation items bid on was $428,000, whereas the actual cost of the materials necessary to move was $491,000, which is an increase of $63,000.

Water Street-Commercial Street Unit, Center Street Bridge Project in Salem, Contract No. 3834:

Unanticipated items encountered during construction, principally necessary for additional pavement required to obtain satisfactory curb radius, resulted in an overrun of $5,000. This is a small amount of money, but as it was a small project the overrun is in excess of the Commission's limit.

This matter will be on the next agenda, and it is respectfully requested that the project authorizations be increased as follows:

Noble Slough-Foster	$25,000
Reedsport-Dean Creek	22,000
Winchester Bay-Clear Lake Unit	67,000
Water Street-Commercial Street Unit, Center Street Bridge Project, Salem,	5,000

We are doing everything we can to decrease these overruns, but most of them are impossible to eliminate. Fortunately we have underruns on considerable magnitude which more than offset the overruns.

For your information I attach hereto a listing of projects recently completed or now being completed which show an aggregate underrun of the project authorizations of slightly in excess of $388,000.

[illegible]

Very truly yours,

/s/ R. H. Baldock

R. H. Baldock
State Highway Engineer

Encl.

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 15, 1953

(CONTRACT NO.) F-178(4)	(EST. NO.)	(CONTRACTOR)	
3752	13-final	FRED H. SLATE CO - OREGON LTD.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20205	R-78392	$ 10,858.41	10/15/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1953

Time Extensions: None

Completion Date: Aug. 10, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-16-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query

Warrant Mailed:

A. A. Wicklander

NOTED ON CARD
10-19-53

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OCT 5 1953
FOR FILING

F - 112(4)

3752

October 5, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3752 for work performed on the Middle Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County was completed by the contractor, Fred H. Slate Co.Oreg.Ltd., on August 10 and was formally accepted by the Highway Commission on September 24, 1953.

Final payment in the amount of $10,858.41 will be released to the contractor on or after October 15, 1953. The total contract amount is $355,486.93, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

ED ON CARD

10-5-53

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AUG 25 1953
FOR FILING

F-178(4)

August 25, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Fred H. Slate Co. Oregon Ltd. on contract No. 3752, covering Grading, Oil Mat Surfacing on the Middle Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County. This payment, in the amount of $77,276.92 will be released to the contractor on or after September 4, 1953. The retained percentage is $10,658.61.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

ru

cc - Great American Indemnity Co.
1 Liberty Street
New York 5, N.Y.

NOTED ON CARD
8-25-53

file

FORM E-30 25M 9-51 92319

[illegible]

[illegible]

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 18, 1953

SUBJECT: 10-1061

To:

H. G. Smith
Construction Engineer

REFERRED TO
Williams
By Construction Engineer

NOTED
H. G. SMITH

Dear Sir

Semi final estimate on the Middle Unit, Reedsport-Dean Creek Section of the Umpqua Highway indicates an over-run of 6.07 percent. Analysis of the project indicates that the over-run was due to the following reasons:

1. Increase in structural excavation due to necessity of placing cradles under pipes placed at a level to provide tide land drainage. This contract specified concrete pipe which would not necessarily had to have been placed in cradles, but investigation of the right of way commitments made in previous years on the Hinsdale Estate required placing of these pipes at lower elevations, hence, the cradles. The structural excavation necessarily was widen for the cradle installation.

2. Increase of 18,479 cubic yards of general excavation. This over-run was due primarily to a slide between Station 106 and 110, totaling about 8,000 cubic yards. In prosecution of the work a borrow was taken at Station 118, approximating 4,000 yards which was covered by the bracket on sheet 3 of the plans indicating necessity of 7,500 yards of borrow. A margin was being retained to the end that there would be no waste material on the project. A slide came down when the last cut was partially removed. The excess material was placed in the embankment area between Stations 101 and 104 to the end that it will become a part of any further completed project. Approximately 5,000 cubic yards were placed in this fill.

3. The long overhaul was excessive due to subsidence greater than anticipated in the fill areas and hence, the use of additional material. Approximately 13,000 cubic yards more material was required to fill the embankment areas than was anticipated in the plans with the attendant over-run in haul. Our 3" - 0" materials in base over-ran, totaling 2,353 yards. This was due to the unstable roadbed between Station 135 and 157. The project was prosecuted during the winter months

in order that traffic tie ups and attendant complaints might be eliminated during the summer months. The fill at Station 135 to 142 settled approximately 18 inches after first completing the rocking and the fill between 142 and 157 required additional rock to carry traffic during the construction period due to break up under hauling vehicles.

4. The sprinkling item over-ran due to delay in completing the work until mid summer thus requiring more maintenance.

5. Furnishing and placing of aggregates over-ran due to necessity of maintaining traffic on the leveling course for an extended period and hence, resulting in a layer of courser materials on top of the leveling course requiring additional material in the first lift of the oil mat to properly key and tie up the top lift and leveling course.

Very truly yours

Tom Edwards
Division Engineer

TE:rw

RECEIVED
AUG 19 1953
OFFICE OF
CONSTRUCTION ENGINEER

Form E-1

F-178(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 15, 1953

Section Middle Unit, Reedsport-Dean Creek

Kind of work Grading and Oil Mat Surfacing

Highway Umpqua

Section prefix 10-1061

Contractor Fred H. Slate Co. Oreg. Ltd.

Contract number 3752

Date of contract July 10, 1952

Date of completion September 30, 1953

Date work started August 3, 1952

Estimated date of completion August 10, 1953

Amount of contract $329,404.60

Per cent of time elapsed 88.8 %

Estimated cost of completed project, exclusive of engineering $356,518.78

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $20,261.59, 80.3 %

Date project was completed August 10, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

J. C. Compton Co. constructed shoulders on Monday of this week throughout entire project, using 322 Cu. Yds. of 1 1/4"-0" Rock and 20,000 gallons of water.

Semi-final estimate, construction and location data on this unit submitted on Wednesday.

This will be the final report on this job.

NOTED
H. G. SMITH

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

RECEIVED
CONST[illegible]

Signed P. F. Burnett Res. Engr.

Address Box 638, Reedsport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Dump Trucks 6, ... Water Trucks 2

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Overcast		
Saturday			

STATE PRINTING

RECEIVED
AUG 1953
FOR FILING

F-178(4)

37[illegible]

August 13, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 10, 1953 on Contract No. 3752, Middle Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County, in connection with Federal Aid Project No. F-178 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

3 7 2

~~Form~~ PR 2 (Revised 1946)

8

State Oregon

Project No. F-178(4)

Federal Aid

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of October, 19 52, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 19 50, a program, which was approved on the 17th day of January, 19 51, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of May, 19 52; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifty-three thousand, and 00/100 dollars ($153,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 104+00 in the NE 1/4, Section 1, T-22-S, R-12-W, W.M. and survey station 217+00 in the SE 1/4, Section 32, T-21-S, R-11-W, W.M. without exception.

, length 2.145 miles, in Douglas County, being Oregon Federal Aid project No. F-172(1), consisting of 2.145 miles of roadway and no bridges, each of more than 20 feet clear span, xxxxxxxxxxxxlength.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

RECEIVED 6 1952 DISTRICT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred fifty-three thousand and 00/100 dollars ($153,000.00), which does not exceed the authorized Federal pro rata share of three hundred forty-two thousand, three hundred forty-two and 00/100 dollars ($342,342.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

/s/ N. B. Glaisyer
Secretary

RECOMMENDED FOR APPROVAL:

/s/ R. H. Baldock
State Highway Engineer

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By /s/ Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By /s/ Chas. H. Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By /s/ W. E. Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
OCT 6 1952
OREGON

Oregon State Highway Department

Federal Aid Project
No. F-178 (4)

MIDDLE UNIT, REEDSPORT-DEAN CREEK SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 18, 1952

Type Code 5231
3-Lane Roadway (Sta. 104+00 to 145+00)

All Required		Clearing and Grubbing (36%)	$	
120	cu. yds.	Structural Excavation, Unclassified		$ 7,200.00
149,000	cu. yds.	General Excavation, Unclassified	4.00	480.00
86,700	yd. stas.	Short Overhaul	1.20	178,800.00
20	C-yd. stas.	Long Overhaul	0.02	1,734.00
0.78	mile	Finishing Roadbed and Slopes	0.50	10.00
1,200	lin. ft.	Rounding Cutbanks	1,000.00	780.00
250	lin. ft.	18-inch Concrete Pipe	0.25	300.00
700	lin. ft.	Metal Guard Rail	4.00	1,000.00
6,400	cu. yds.	3" - 0 Material in Base	4.00	2,800.00
1,200	cu. yds.	1¼" - 0 Material in Base & Shoulders	2.60	16,640.00
160	M-gals.	Sprinkling	2.60	3,120.00
0.78	mile	Preparation of Base	2.50	400.00
750	cu. yds.	Furnishing and Placing Aggregates	300.00	234.00
70	tons	Furnishing and Placing 150-200 Asphalt	4.35	3,262.50
14	tons	Furnishing and Placing RS-1 Emulsified Asphalt	55.00	3,850.00
			60.00	840.00
		Subtotal		$221,450.50
		10% Engr. & Cont.		22,145.05
		Total		$243,595.55

Length of Roadway	0.780 Miles
Cost Per Mile	$312,301.98

Line Code 2231
2-Lane Roadway (Sta. 145+00 to 217+00)

All Required		Clearing and Grubbing (64$)		$12,800.00
710	cu. yds.	Structural Excavation, Unclassified	$ 4.00	2,840.00
2,000	cu. yds.	General Excavation, Unclassified	1.20	2,400.00
439,300	yd. stas.	Short Overhaul	0.02	8,786.00
40,980	C-yd. stas.	Long Overhaul	0.50	20,490.00
1.37	miles	Finishing Roadbed and Slopes	1,000.00	1,370.00
210	lin. ft.	24-inch Concrete Pipe	6.00	1,260.00
240	lin. ft.	36-inch Concrete Pipe	10.00	2,400.00
8,600	cu. yds.	3" - 0 Material in Base	2.60	22,360.00
1,700	cu. yds.	1¼" - 0 Material in Base and Shoulders	2.60	4,420.00
200	M-gals.	Sprinkling	2.50	500.00
1.37	miles	Preparation of Base	300.00	411.00
950	cu. yds.	Furnishing and Placing Aggregates	4.35	4,132.50
80	tons	Furnishing and Placing 150-200 Asphalt	55.00	4,400.00
20	tons	Furnishing and Placing SS-1 Emulsified Asphalt	60.00	1,200.00
		Subtotal		$89,769.50
		10% Engr. & Cont.		8,976.95
		Total		$98,746.45

Length of Roadway 1.365 Miles
Cost per Mile $72,341.72

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
3-Lane Roadway	$243,595.55	$108,868.00	$134,727.55
2-Lane Roadway	98,746.45	44,132.00	54,614.45
	$342,342.00	$153,000.00	$189,342.00

State Funds for Constr.: Chapter 175, laws 1917; chapter 31, laws 1920; chapter 529, laws 1939.
State Funds for Maint.: Chapter 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-178 (4)

MIDDLE UNIT, REEDSPORT-DEAN CREEK SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 23, 1952

Type Code 5231
3-Lane Roadway (Sta. 104+00 to 145+00)

All Required		Clearing and Grubbing (36%)		$ 4,320.00
120	cu. yds.	Structural Excavation, Unclassified	$ 5.00	600.00
149,000	cu. yds.	General Excavation, Unclassified	1.40	208,600.00
86,700	yd. stas.	Short Overhaul	0.02	1,734.00
20	C-yd. stas.	Long Overhaul	0.50	10.00
0.78	mile	Finishing Roadbed and Slopes	750.00	585.00
1,200	lin. ft.	Rounding Cutbanks	0.20	240.00
250	lin. ft.	18-inch Concrete Pipe	4.00	1,000.00
700	lin. ft.	Metal Guard	3.00	2,100.00
6,400	cu. yds.	3" - 0 Material in Base	2.75	17,600.00
1,200	cu. yds.	1½" - 0 Material in Base and Shoulders	3.00	3,600.00
160	M-Gals.	Sprinkling	3.00	480.00
0.78	Mile	Preparation of Base	250.00	195.00
750	cu. yds.	Furnishing and Placing Aggregates	4.50	3,375.00
70	tons	Furnishing and Placing 150-200 Asphalt	45.00	3,150.00
14	tons	Furnishing and Placing RS-1 Emulsified Asphalt	50.00	700.00
		Subtotal		$248,289.00
		10% Engr. & Cont.		24,828.90
		Total		$273,117.90

Length of Roadway	0.780 mile
Cost per Mile, Roadway	$350,151.15

Middle Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County

Type Code 5231
2-Lane Roadway (Sta. 145+00 to 217+00)

All Required		Clearing and Grubbing (64%)		$ 7,680.00
710	cu. yds.	Structural Excavation, Unclassified	$ 5.00	3,550.00
2,000	cu. yds.	General Excavation, Unclassified	1.40	2,800.00
439,300	yd. sta.	Short Overhaul	0.02	8,786.00
40,980	C-yd. stas.	Long Overhaul	0.50	20,490.00
1.37	miles	Finishing Roadbed and Slopes	750.00	1,027.50
210	lin. ft.	24-inch Concrete Pipe	5.50	1,155.00
240	lin. ft.	36-inch Concrete Pipe	11.00	2,640.00
8,600	cu. yds.	3" - 0 Material in Base	2.75	23,650.00
1,700	cu. yds.	1¼" - 0 Material in Base and Shoulders	3.00	5,100.00
200	M-gals.	Sprinkling	3.00	600.00
1.37	Miles	Preparation of Base	250.00	342.50
950	cu. yds.	Furnishing and Placing Aggregates	4.50	4,275.00
80	tons	Furnishing and Placing 150-200 Asphalt	45.00	3,600.00
20	tons	Furnishing and Placing RS-1 Emulsified Asphalt	50.00	1,000.00
		Subtotal		$86,696.00
		10% Engr. & Cont.		8,669.60
		Total		$95,365.60

Length of Roadway 1.365 miles
Cost per Mile, Roadway $69,864.91

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
3-Lane Roadway	$273,117.90	$113,403.00	$159,714.90
2-Lane Roadway	95,365.60	39,597.00	55,768.60
	$368,483.50	$153,000.00	$215,483.50

Oregon State Highway Department

Federal Aid Project
No. F-178 (4)

MIDDLE UNIT, REEDSPORT-DEAN CREEK SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon May 2, 1951

Type Code 5221
Roadway (Sta. 104+00 to 217+00)

All Required	Clearing and Grubbing (90%)		$ 10,800.00
140 cu. yds.	Structural Excavation, Unclassified	$ 5.00	700.00
123,000 cu. yds.	General Excavation, Unclassified	1.40	172,200.00
505,500 yd. stas.	Short Overhaul	.02	10,110.00
37,000 C-yd. stas.	Long Overhaul	.50	18,500.00
2.14 miles	Finishing Roadbed & Slopes	600.00	1,284.00
1,200 lin. ft.	Rounding Cutbanks	.25	300.00
40 lin. ft.	18" Corrugated Metal Pipe	5.00	200.00
180 lin. ft.	24" Corrugated Metal Pipe	6.50	1,170.00
120 lin. ft.	36" Corrugated Metal Pipe	12.00	1,440.00
150 lin. ft.	18" Concrete Pipe	4.00	600.00
14,000 cu. yds.	2"-0 Material in Base	2.00	28,000.00
2,400 cu. yds.	3/4"-0 Material in Base and Shoulders	3.00	7,200.00
260 M-gals	Sprinkling	2.50	650.00
2.14 miles	Preparation of Base	200.00	428.00
1,430 cu. yds.	Furnishing and Placing Aggregates	4.50	6,435.00
126 tons	Furnishing and Placing 150-200 Asphalt	45.00	5,670.00
32 tons	Furnishing and Placing RS-1 Emulsified Asphalt	50.00	1,600.00
		Subtotal	$267,287.00
		10% Engr. & Cont.	26,728.70
		Total	$294,015.70

Length 2.144 miles
Cost per Mile $137,134.18

Federal Funds- -	$153,000.00
State Funds- -	141,015.70
	$294,015.70

May 2, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Middle Unit, Reedsport-Dean Creek Section, Project No. F-178 (4).

Six bid proposals and seven sets of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

[illegible]
(District Engineer)

FROM: [illegible]
(State Highway Engineer)

[illegible] 30, 1951
(Date)

The following major program change of the individual project is requested:

[illegible]
(State)

[illegible] Federal Aid Primary [illegible] Program
(Previous program)

(Date of approval)

COUNTY [illegible]

[illegible] Supplemental

Route No. [illegible]-20

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programed	[illegible]	[illegible] (4)	[illegible]	Survey-Plans					[illegible]
				Right-of-Way					
				Construction	[illegible]	[illegible]	[illegible]		
				TOTAL	[illegible]	[illegible]	[illegible]	[illegible]	
Requested Revision	[illegible]	[illegible] (4)	[illegible]	Survey-Plans					[illegible] type surfacing
				Right-of-Way					
				Construction	[illegible]	[illegible]	[illegible]	2.14	
				TOTAL	[illegible]	[illegible]	[illegible]	2.14	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Date [illegible] 30, 1951

By [illegible] (State Highway Engineer)

Reason for change:

([illegible])

Recommended for Approval: ______ (District Engineer) ______ (Date)

Recommended: ______ (Division Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

MIDDLE UNIT, REEDSPORT-DEAN CREEK SECTION

PROJECT NO. F-178 (4)

While negotiations for rights of way are in progress, two parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary rights of way or rights of entry can be made fully available within twenty-five days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 2, 1951

FORM K-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 12, 1952

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I am attaching hereto copy of a permit from the Army Engineers authorizing construction of fills in the Umpqua River near Reedsport on the Middle Unit of the Reedsport - Dean Creek Section of the Umpqua Highway.

Your attention is specifically called to the last paragraph of the letter of transmittal stating that the Army Engineers shall be "notified in writing concerning commencement, suspension, resumption, and completion of the work."

Will you please see that proper notices are furnished this office in order that we may comply with the regulations.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encl.

cc Preston F. Burnett
W. C. Williams

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)
NPPKS-4

CORPS OF ENGINEERS. U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

September 5, 1952

REFER TO FILE
NPP 800.6(Umpqua R.-Fills)-3.

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Department,
Salem,
Oregon.

Attention: Mr. R. H. Baldock, State Highway Engineer..

Gentlemen:

In accordance with your application of July 25, 1952, there is inclosed a permit authorizing construction of fills in Umpqua River near Reedsport, Oregon.

The instrument authorizes the work in accordance with the approved plans and locations shown on the prints which are attached to and made a part of the authorization. If it is necessary because of unforeseen or altered conditions to deviate materially from the approved plans, revised drawings showing any proposed changes must be submitted to this office in order that they may receive the approval required by law before the work is commenced.

Attention is invited to condition (i) of the instrument, which requires that this office be notified in writing concerning commencement, suspension, resumption, and completion of the work. If it does not conform substantially with the approved plan, the work will be unlawful. It is important, therefore, that the notices be received promptly in this office in order that inspections may be made at appropriate times.

For the District Engineer:

NOTED
W. C. WILLIAMS

Very truly yours,

T W Ragsdale
T. W. Ragsdale,
Chief, Operations Division.

1 Incl.:
Permit,
Sept.5,'52.

(*a*) That the work shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(*b*) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, Whitehall Building, New York City.

(*c*) That there shall be no unreasonable interference with navigation by the work herein authorized.

(*d*) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(*e*) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(*f*) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(*g*) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(*h*) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(*i*) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(*j*) That if the structure or work herein authorized is not completed on or before the 31st day of December, 1955, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

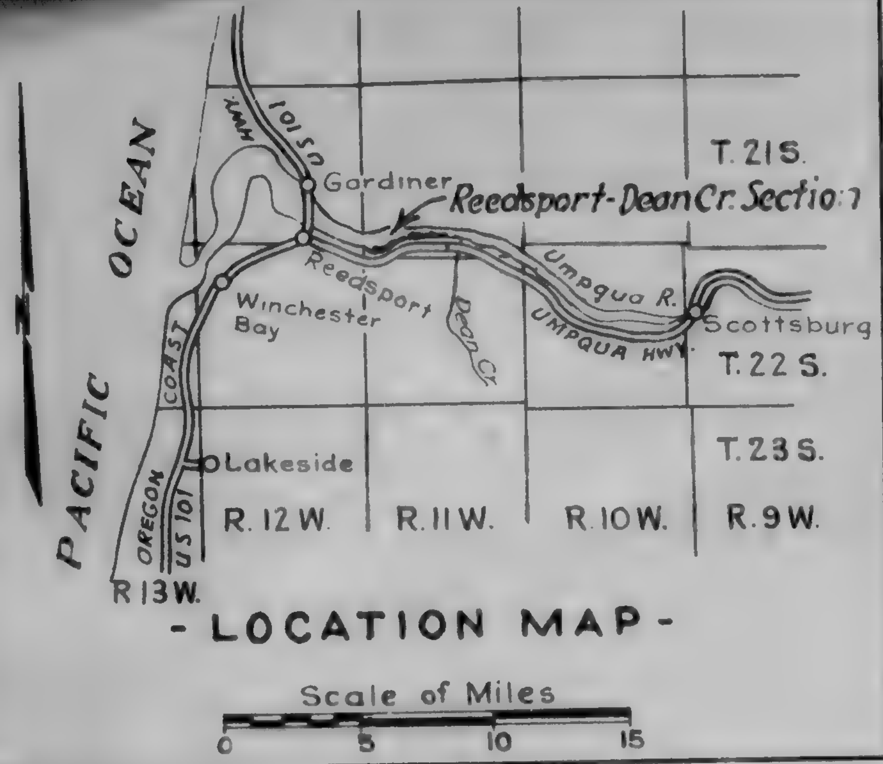
By authority of the Secretary of the Army:

T. H. Lipscomb,
Colonel, Corps of Engineers,
District Engineer.

By: TWRagsdale
T. W. Ragsdale,
Chief, Operations Division.

ENG FORM 1 SEP 48 1721 (Civil) This form supersedes ED Form 96, dated 1 Apr 48, which may be used until exhausted.

U. S. GOVERNMENT PRINTING OFFICE 16—13168-3



- LOCATION MAP -

OREGON STATE HIGHWAY DEPARTMENT

PROPOSED HIGHWAY FILL IN THE UMPQUA RIVER

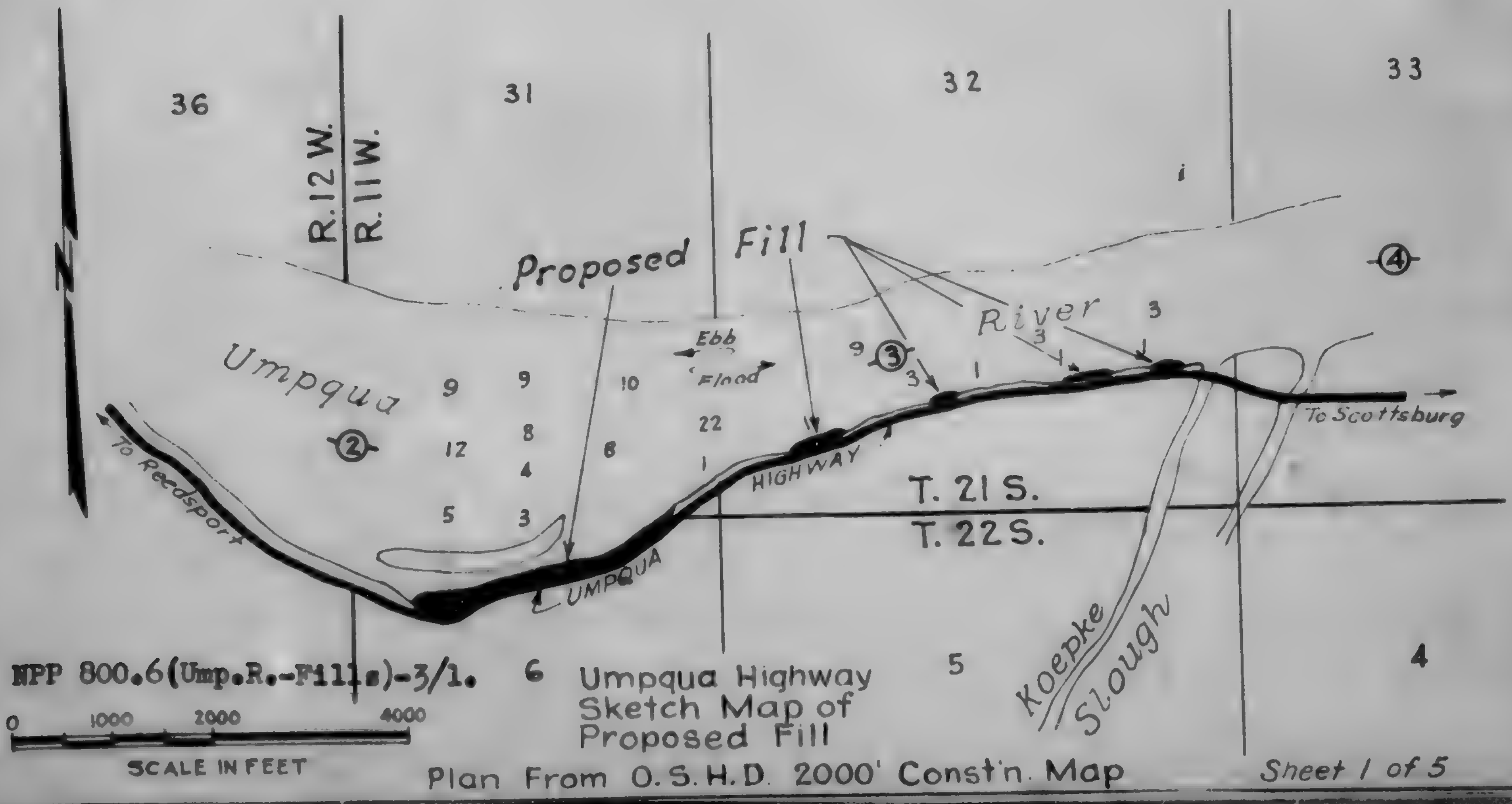
REEDSPORT-DEAN CR. SECTION

UMPQUA HIGHWAY

DOUGLAS COUNTY

Scale: As Shown July, 1952

NOTE: Location map from O.S.H.D. Highway System map.
Soundings are shown in feet below mean lower low water.
Distance in miles above Oregon Coast Highway bridge (U.S. 101) at Reedsport, Oregon shown thus: ②



NPP 800.6(Ump.R.-Fills)-3/1.

Umpqua Highway
Sketch Map of
Proposed Fill

Plan From O.S.H.D. 2000' Const'n. Map

Sheet 1 of 5

NPP800.6(Ump.R.-Fills)-3.

DEPARTMENT OF THE ARMY

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining *State assent* to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings* v. *Chicago*, 188 U. S., 410.) 16—13168-2

PERMIT

Portland District, Corps of Engineers.
628 Pittock Block, Portland 5, Oregon.
September 5, 1952.

Oregon State Highway Department,
Salem,
Oregon.

Gentlemen:

Referring to written request dated July 25, 1952

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army,

to construct fills for a highway
(Here describe the proposed structure or work.)

in Umpqua River, along the south bank
(Here to be named the river, harbor, or waterway concerned.)

at various locations extending downstream about 8500 feet from the mouth of
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)
Koepke Slough, near Reedsport, Oregon,

in accordance with the plans shown on the drawing attached hereto marked:
(Or drawings: give file number or other definite identification marks.)
"NPP 800.6(Umpqua R.-Fills)-3/1", ")-3/2", ")-3/3", ")-3/4" and ")-3/5"

subject to the following conditions:

Incl. to Oreg. St. Hwy Dept

OREGON STATE HIGHWAY DEPARTMENT

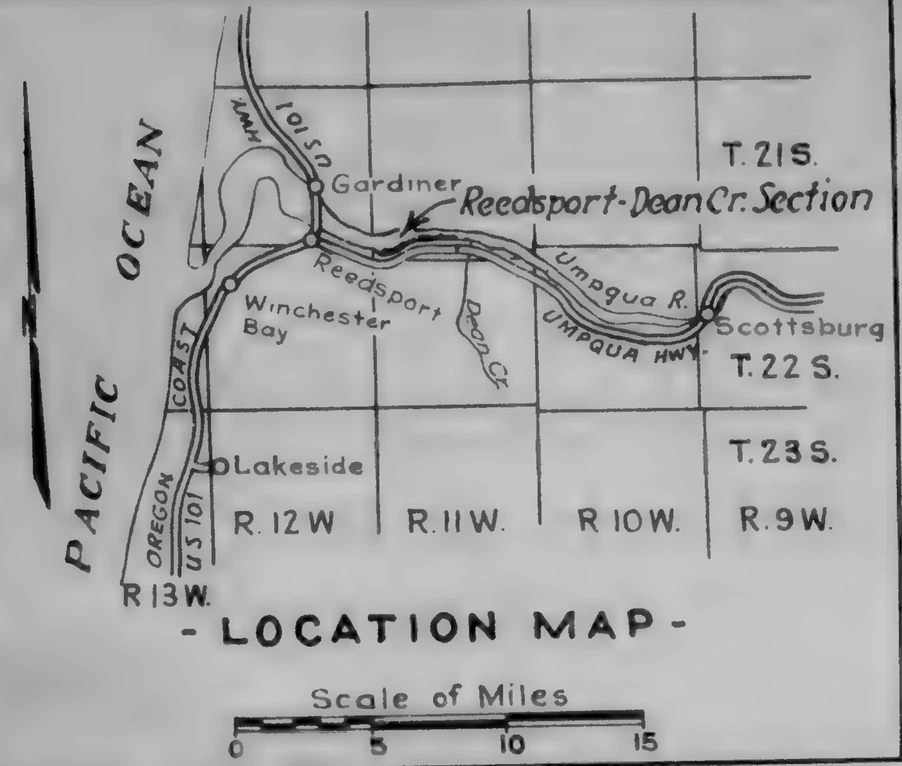
PROPOSED HIGHWAY FILL IN THE UMPQUA RIVER

REEDSPORT-DEAN CR. SECTION

UMPQUA HIGHWAY

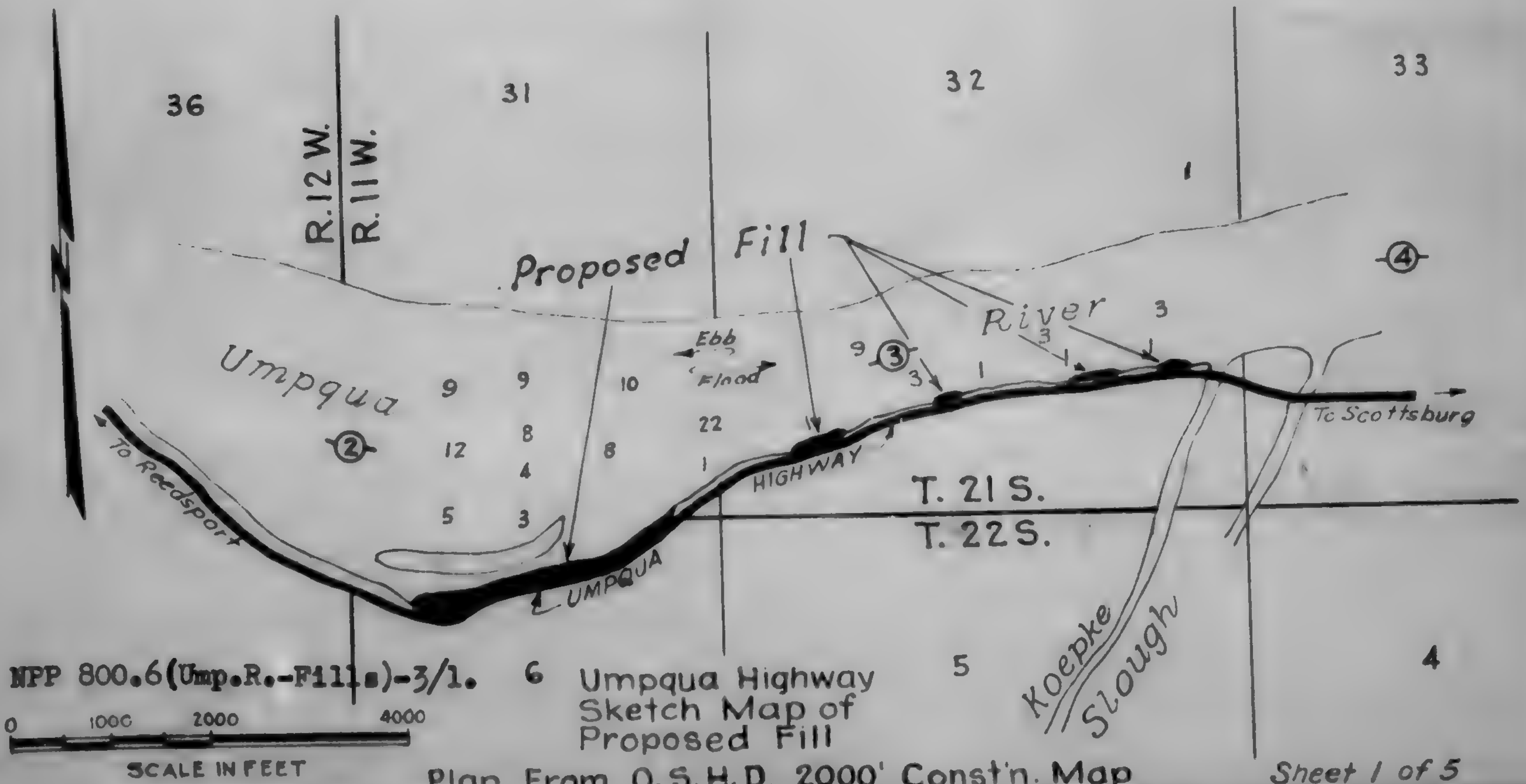
DOUGLAS COUNTY

Scale: As Shown July, 1952



- LOCATION MAP -

NOTE: Location map from O.S.H.D. Highway System map.
Soundings are shown in feet below mean lower low water.
Distance in miles above Oregon Coast Highway bridge (U.S. 101) at Reedsport, Oregon shown thus: -②-

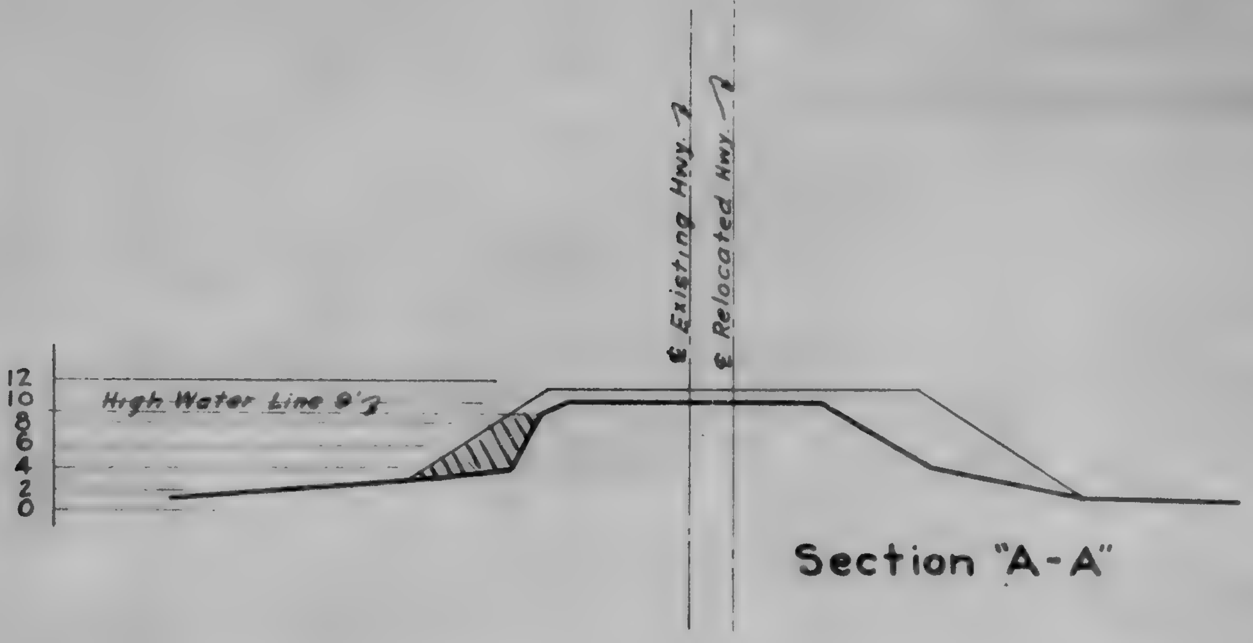


NPP 800.6(Ump.R.-Fills)-3/1.

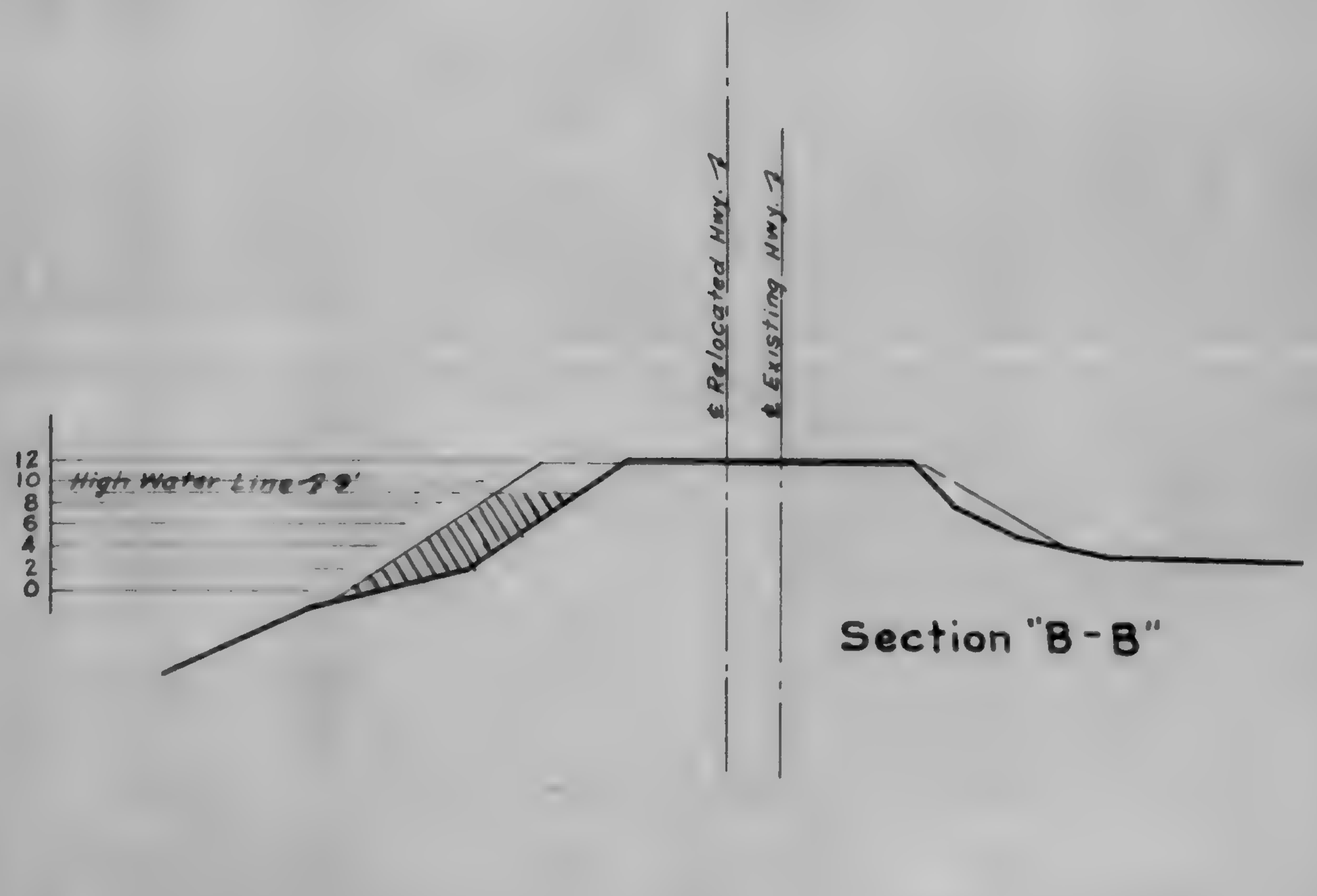
Umpqua Highway
Sketch Map of
Proposed Fill

Plan From O.S.H.D. 2000' Const'n. Map

Sheet 1 of 5



Section "A-A"



Section "B-B"

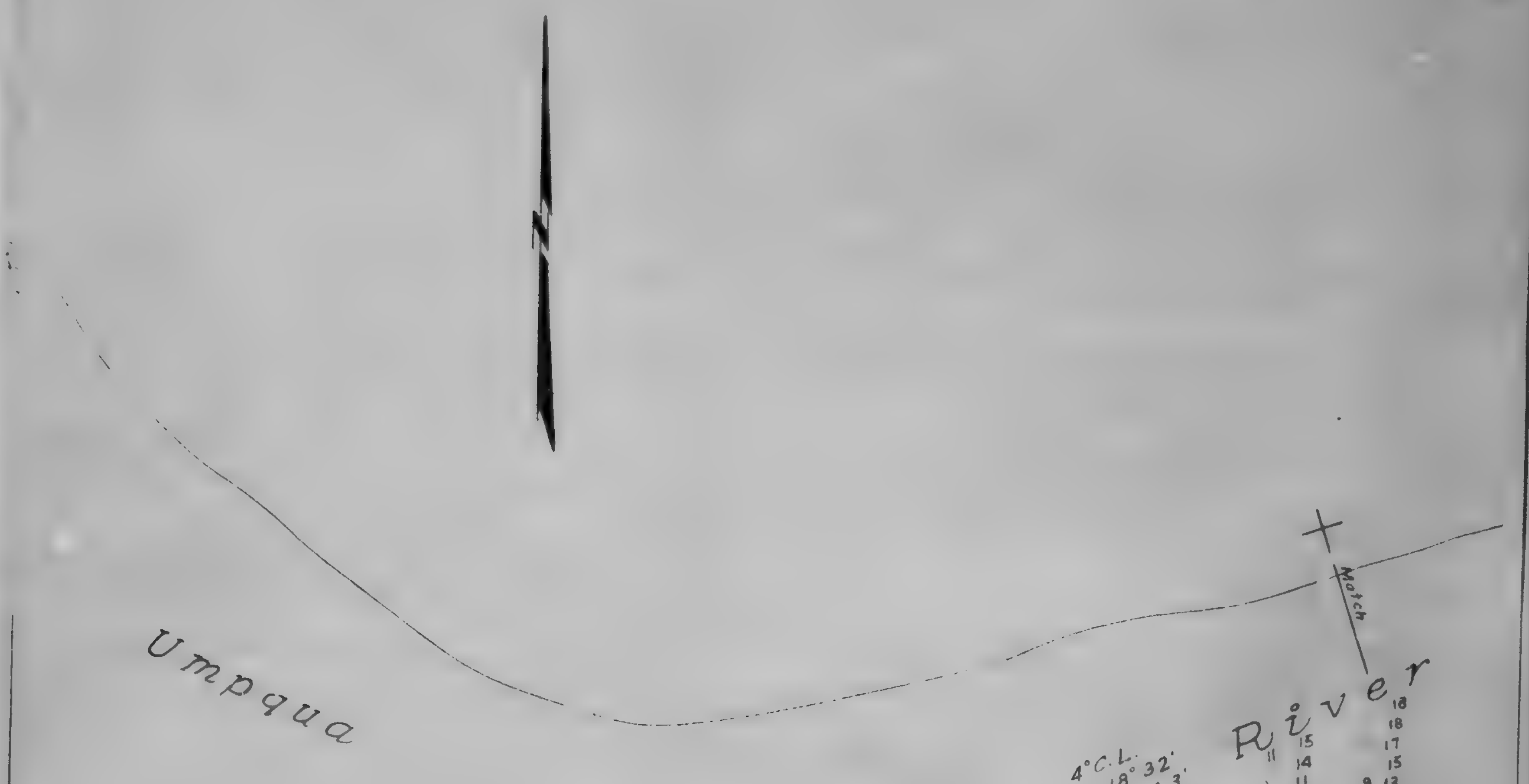
TYPICAL SECTIONS

Umpqua Highway - Reedsport - Dean Cr. Section

NPP 800.6(Ump.R.-Fills)-3/2.

SCALE: 1" = 20'

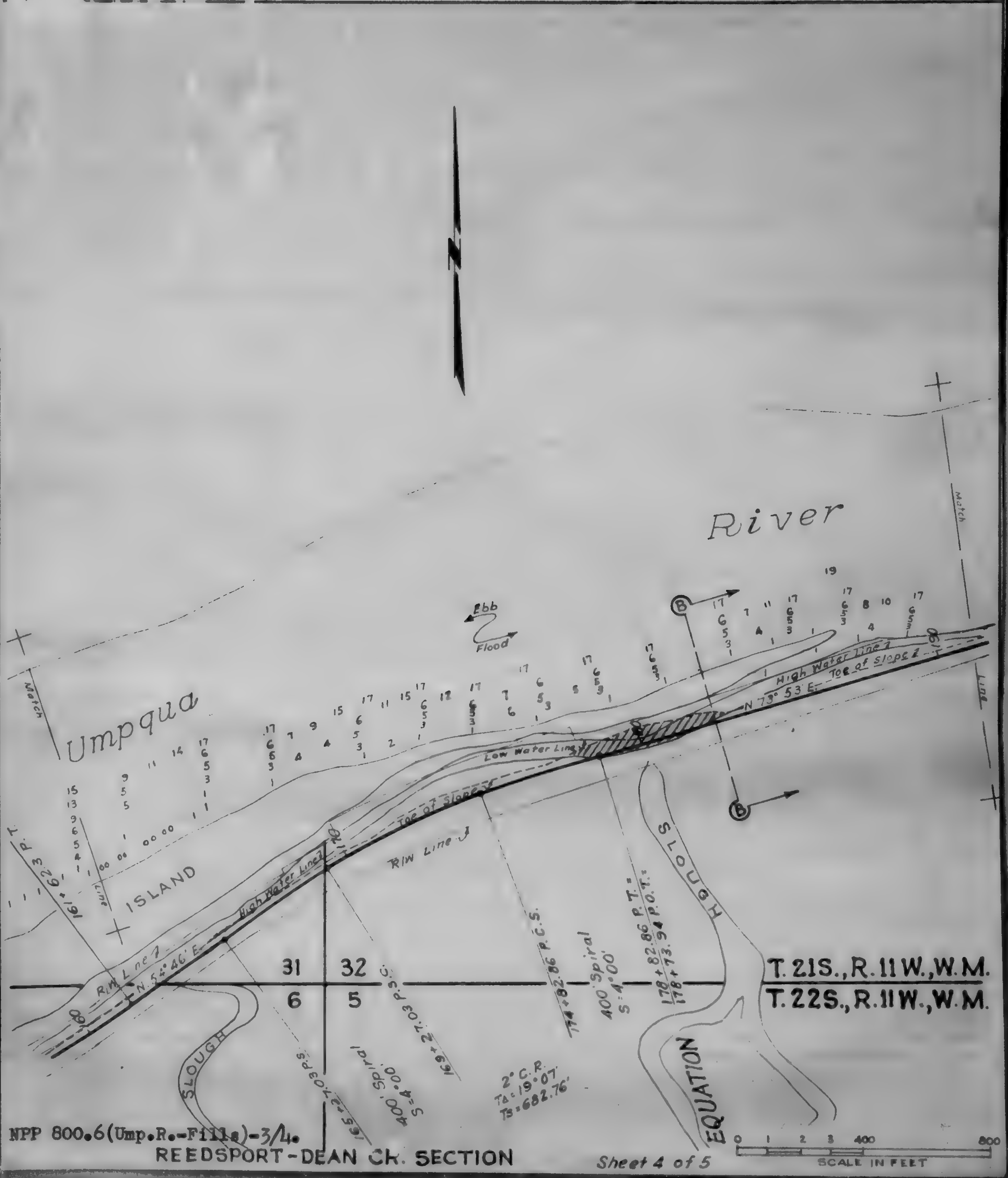
Sheet 2 of 5



NPP 800.6(Ump.R.-Fills)-3/3.

REEDSPORT-DEAN CR. SECTION

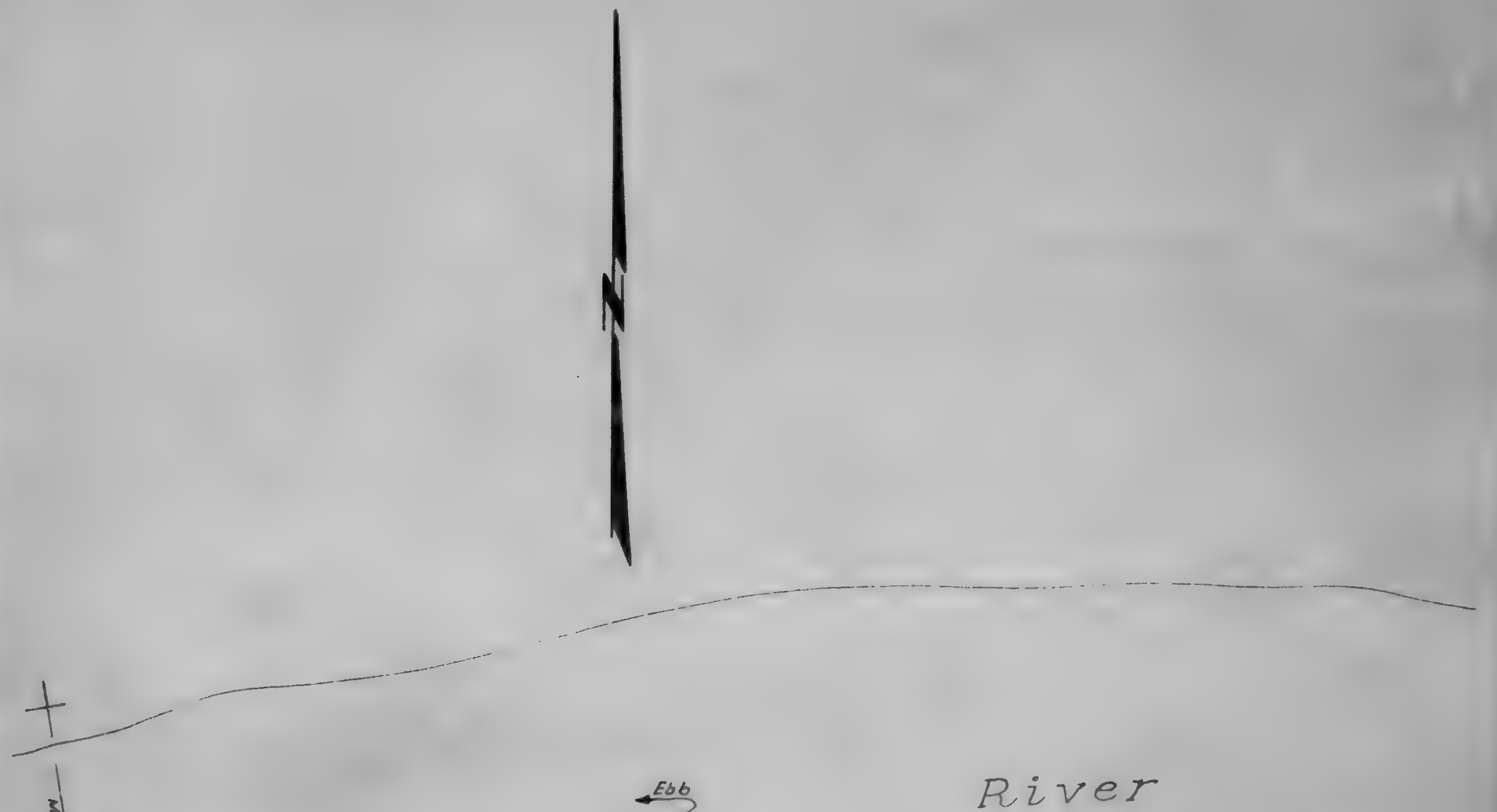
Sheet 3 of 5



NPP 800.6(Ump.R.-Fills)-3/4.

REEDSPORT-DEAN CR. SECTION

Sheet 4 of 5



NPP 800.6(Ump.R.-Fills)-3/5.

REEDSPORT - DEAN CR. SECTION

Sheet 5 of 5

[illegible]

[illegible]

Portland 5, Oregon.

September 5, 1952

NPP 8000.4(Umpqua R.-Fills)-3.

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Department,
Salem,
Oregon.

Attention: Mr. R. H. Baldock, State Highway Engineer.

Gentlemen:

In accordance with your application of July 25, 1952, there is inclosed a permit authorizing construction of fills in Umpqua River near Reedsport, Oregon.

The instrument authorizes the work in accordance with the approved plans and locations shown on the prints which are attached to and made a part of the authorization. If it is necessary because of unforeseen or altered conditions to deviate materially from the approved plans, revised drawings showing any proposed changes must be submitted to this office in order that they may receive the approval required by law before the work is commenced.

Attention is invited to condition (1) of the instrument, which requires that this office be notified in writing concerning commencement, suspension, resumption, and completion of the work. If it does not conform substantially with the approved plan, the work will be unlawful. It is important, therefore, that the notices be received promptly in this office in order that inspections may be made at appropriate times.

For the District Engineer:

Very truly yours,

NOTED
W. C. WILLIAMS

F. W. Ragsdale

F. W. Ragsdale,
Chief, Operations Division.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

1 Incl.:
Permit,
Sept.5,'52.

[illegible]-4.

DEPARTMENT OF THE ARMY

[illegible]

PERMIT

Portland District, Corps of Engineers,
628 Pittock Block, Portland 5, Oregon
September [illegible], 1958.

Oregon State Highway Department,
Salem,
Oregon.

Gentlemen:

Referring to written request dated July 25, 1958

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army,

to construct fills for a highway
[illegible]

in Umpqua River, along the south bank
[illegible]

at various locations extending downstream about 6500 feet from the mouth of
[illegible]
[illegible] Slough, near Reedsport, Oregon,

in accordance with the plans shown on the drawing attached hereto marked:
[illegible]
"NPP 800.6(Umpqua R.-Fills)-3/1", ")-3/2", ")3/3", ")-3/4" and ")-3/5"

subject to the following conditions:

Sent to Ore. St. Hwy. Dept.

(a) That the work shall be subject to [illegible] supervision and approval of the District [illegible], Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(b) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, Whitehall Building, New York City.

(c) That there shall be no unreasonable interference with navigation by the work herein authorized.

(d) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(e) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(f) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(g) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(h) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(i) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(j) That if the structure or work herein authorized is not completed on or before the 31st day of December, 19 55, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

By authority of the Secretary of the Army:

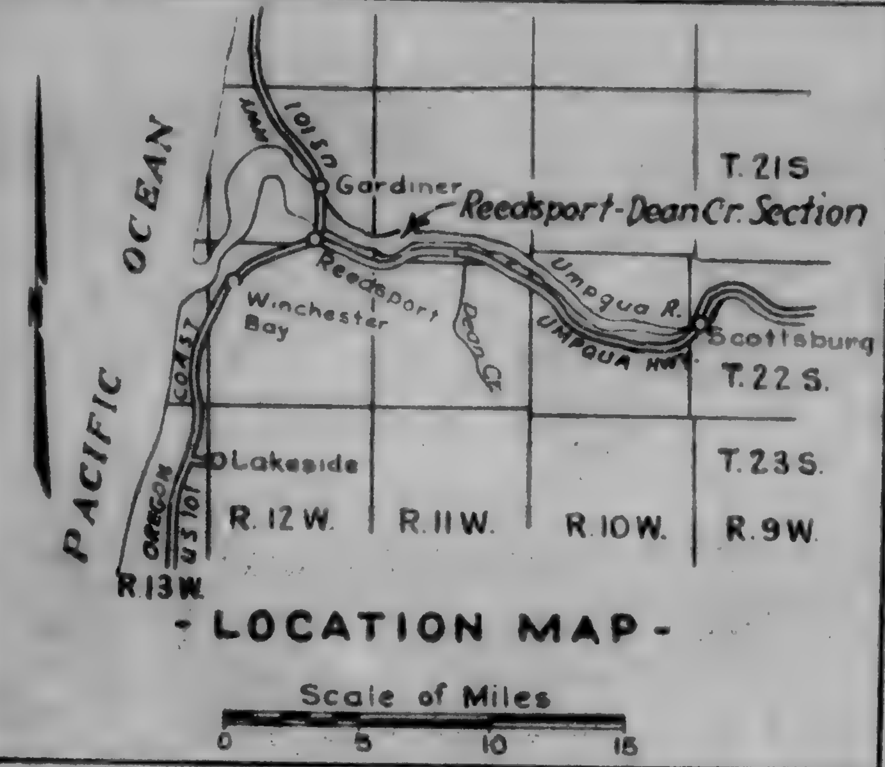
T. H. Lipscomb,
Colonel, Corps of Engineers,
District Engineer.

By: F. W. Ragsdale
F. W. Ragsdale,
Chief, Operations Division.

ENG FORM 1 Sep 46 1721 (Civil) This form supersedes ED Form 96, dated 1 Apr 42, which may be used until exhausted.

U. S. GOVERNMENT PRINTING OFFICE [illegible]

1R-J-271 A



- LOCATION MAP -

OREGON STATE HIGHWAY DEPARTMENT

PROPOSED HIGHWAY FILL IN THE UMPQUA RIVER

REEDSPORT-DEAN CR. SECTION

UMPQUA HIGHWAY

DOUGLAS COUNTY

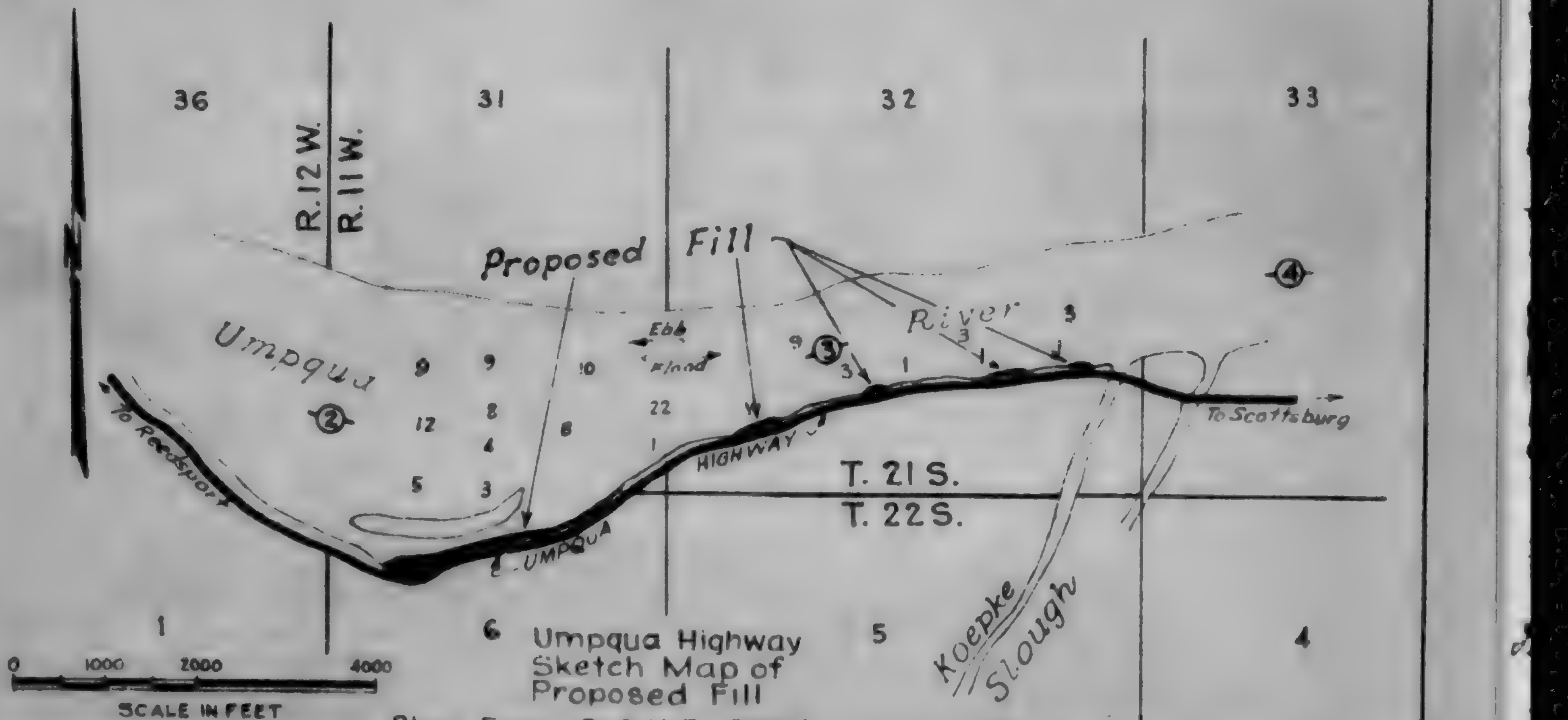
Scale: As Shown

July, 1952

NOTE: Location map from O.S.H.D. Highway System map.

Soundings are shown in feet below mean lower low water.

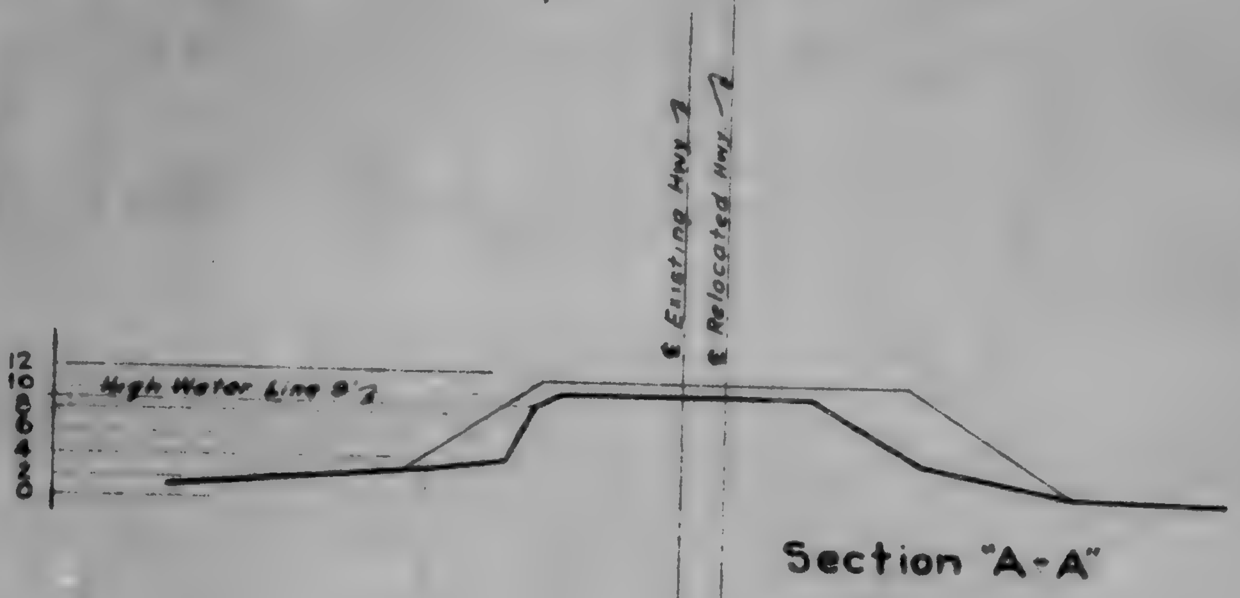
Distance in miles above Oregon Coast Highway bridge (U.S.101) at Reedsport, Oregon shown thus: ②



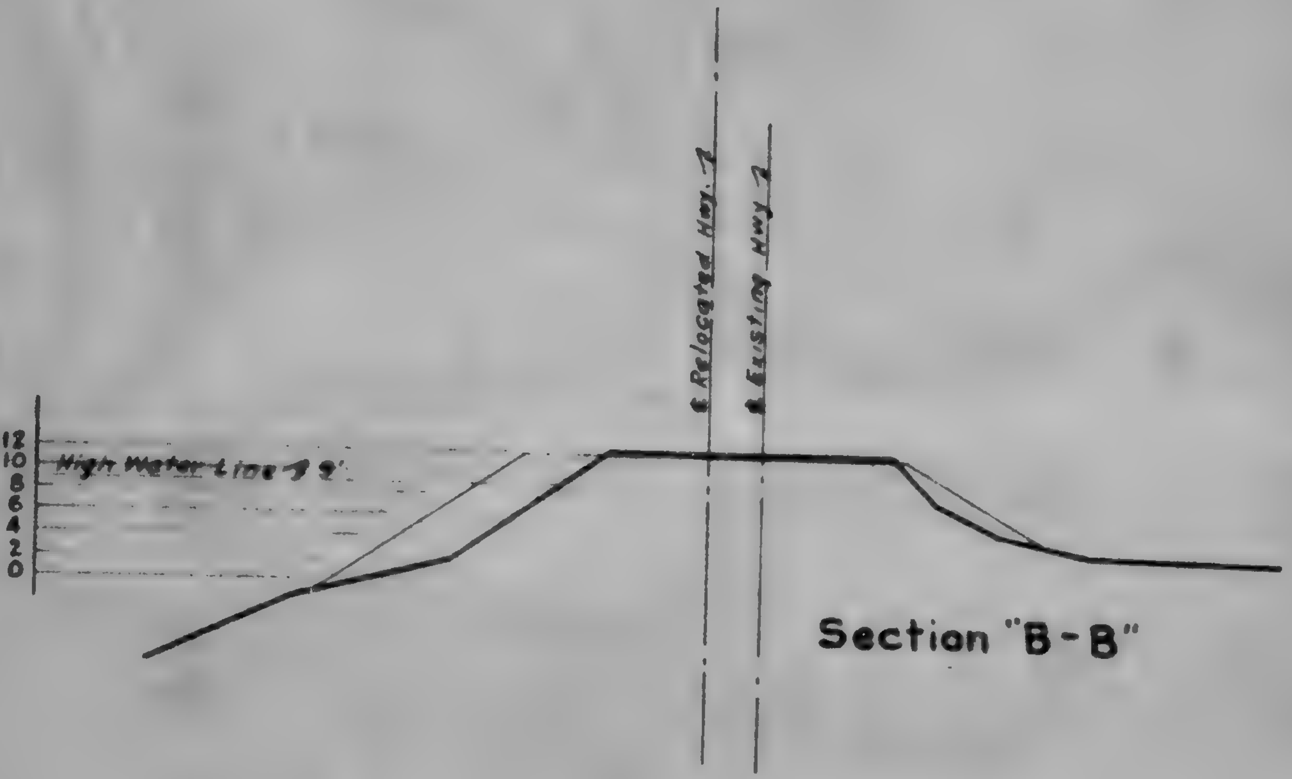
Umpqua Highway
Sketch Map of
Proposed Fill

Plan From O.S.H.D. 2000' Const'n Map

Sheet 1 of 5



Section "A-A"



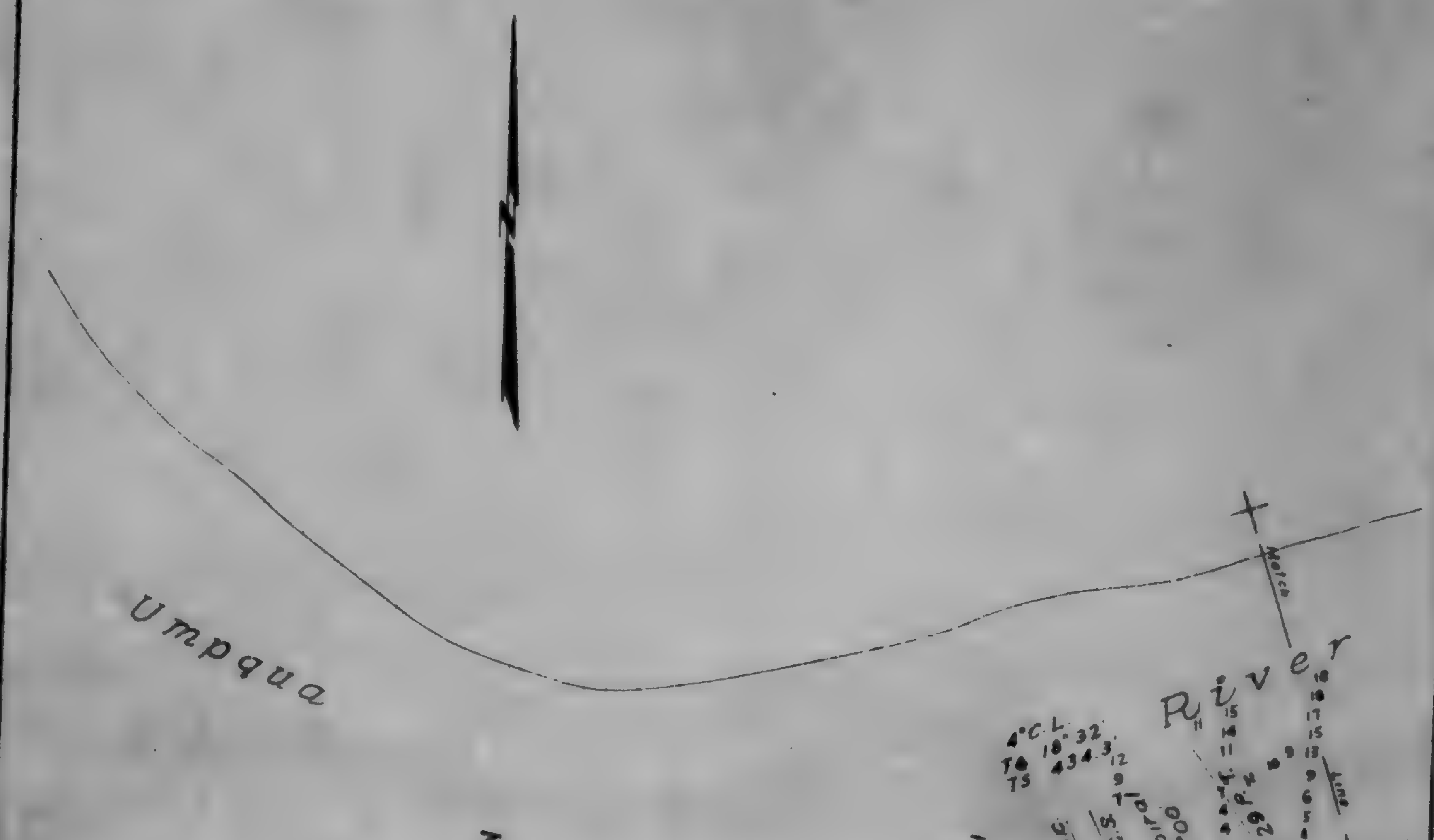
Section "B-B"

TYPICAL SECTIONS

Umpqua Highway - Reedsport - Dean Cr. Section

SCALE: 1" = 20'

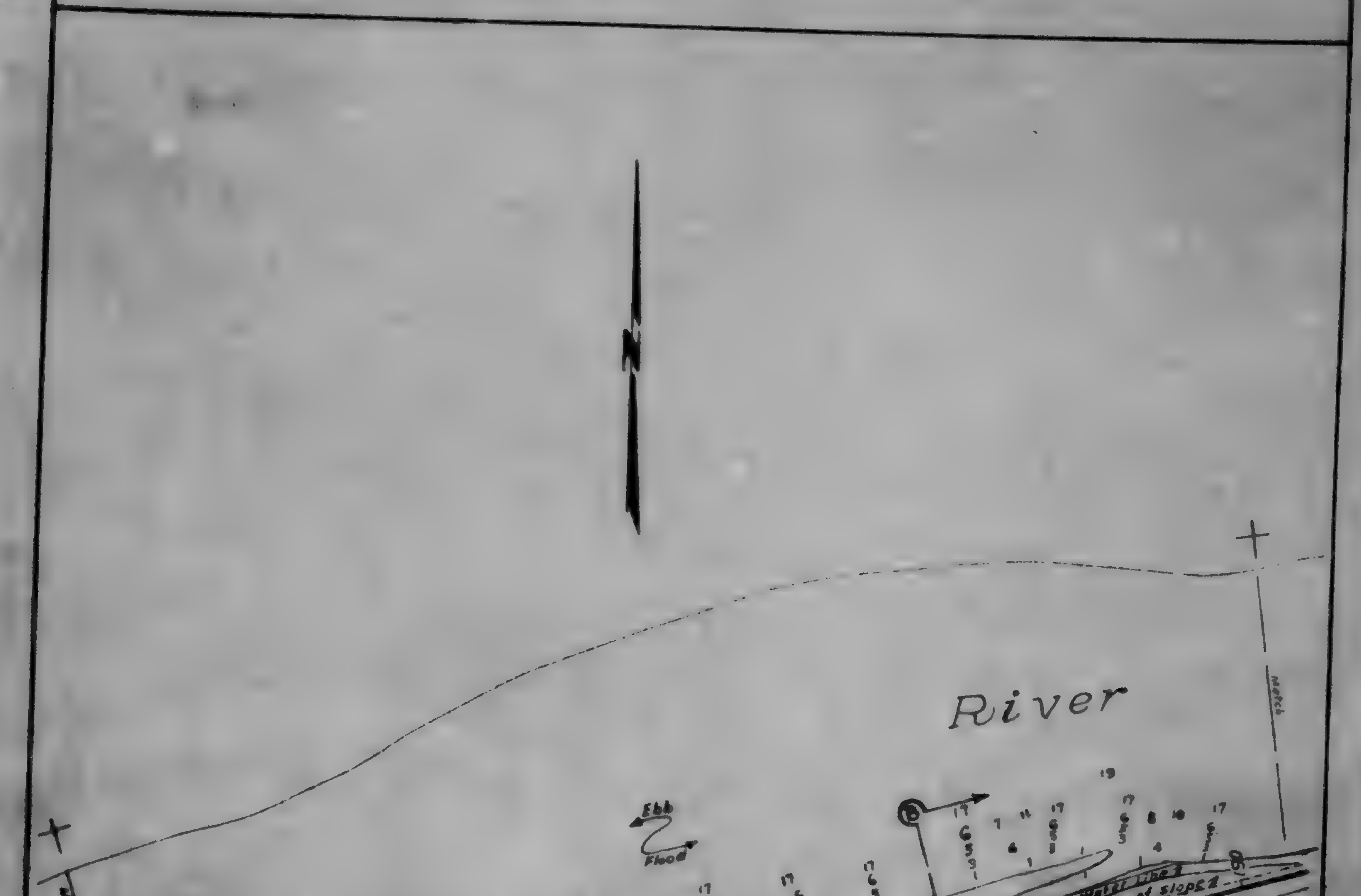
Sheet 2 of 5



REEDSPORT-DEAN CR. SECTION

Sheet 3 of 5

IR-5-297D



REEDSPORT - DEAN CR. SECTION

Sheet 4 of 5

RECEIVED
AUG 21 1952
FOR FILING
[illegible]
3752

August 18, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 3, 1952 on Contract No. 3752, Middle Unit, Reedsport-Dean Creek Section, in connection with Federal Aid Project No. F-178 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:gs

RECEIVED
AUG 6 1952
FOR FILING

[illegible]

[illegible]

August 5, 1952

Fred H. Slate Co. Oreg. Ltd.,
7805 S. W. 40th Ave.
Portland 19, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3752, which was awarded to you on July 10, 1952 by the State Highway Commission, covering grading and oil mat surfacing on the Middle Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-5-52
rn

RECEIVED
JUL 15 1952
FOR FILING

7 [illegible]
3752

July 14, 1952

Fred H. Slate Company Oregon Limited
7805 S. W. 40th Avenue
Portland 19, Oregon

Gentlemen:

The State Highway Commission on July 10, 1952 awarded to you State Highway Contract No. 3752 for grading and oil mat surfacing of the Middle Unit, Reedsport-Dean Creek Section of the Umpqua Highway in Douglas County. This award was based on your bid of $311,220.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

shr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franswa

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to adviseof our prior verbal concurrence as of this date in award of contract for Oregon Project F-178(4), Middle Unit, Reedsport-Dean Creek Section, Umpqua Highway, to Fred H. Slate Co., Oregon Ltd., Portland, Oregon, low bidder in the amount of $311,220.00 at the July 10, 1952 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F-178 (4)

[illegible]

June 25, 1952

F-178 (4)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-178(4), Middle Unit, Reedsport-Dean Creek Section of the Umpqua Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
District Engineer

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

J-12(4)

#34

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 3rd, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

The State Land Board should be notified that we expect to obtain material from the Umpqua River for the Middle Unit of the Reedsport-Dean Creek Section.

Very truly yours,

HG Smith
H. G. Smith
Construction Engineer

HGS:AR

cc to: Forrest Cooper

Porter handling
WCW.

RECEIVED

FORM E-123X 25M 3-51

AGENDA

3.g

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 13, 1952

Oregon State Highway Commission

Gentlemen:

The middle unit, Reedsport-Dean Creek Section, 2.14 miles grading and paving, was advertised for receipt of bids on May 24, 1951, and no bids were received. The location was fairly close to the present road.

Shortly after that, Howard Hinsdale of Gardiner suggested a location along the south bank of the Umpqua River between Reedsport and Koepke Slough, 3.37 miles in length, to be constructed by dredging sand from the river and riprapping slopes, similar to the work performed along the Columbia. We made preliminary studies, on the basis of which I recommended to you on August 13, 1951 that we make a location survey so as to obtain more accurate costs. These estimates are now at hand.

In the meantime Mr. Hinsdale has written to me the attached letter in which it is claimed that our new data proved that the river route was the cheaper, better line. He first reduced the actual cost difference between the routes, which amounts to about $150,000, by a suggested equalization between routes, involving additional guard fence, substitution of concrete pipe for corrugated pipe, and pavement saving, which brought the difference down to about $80,000. When he then applied the economic savings, he came out with $42,000 net saving of the river route over the hill route.

I cannot agree with Mr. Hinsdale's analysis. In the first place, it is not necessary to use as much guard fence on the hill route as on the river route because we have thorough cuts in some places and in other places a wide berm. After going over this matter carefully, my analysis of the extra amount of guard fence required on the hill route did not exceed $14,500, which would decrease the credit claimed by Mr. Hinsdale by $48,312. The claim for the difference in cost between corrugated pipe and the concrete pipe culvert is not a legitimate one because the corrugated pipe which we use on the hill is not subject to the action of tidal flow and salt water. On the river route, it is necessary to use concrete. This eliminates the credit of $6,325. An additional credit is claimed for the additional cost of paving in the amount of $3,290 by reason of interference with traffic. Interference with traffic during paving operations is included in the over-all estimate of $25,000 during construction on the hill route, and the additional amount is not warranted. Mr. Hinsdale does not take into consideration the maintenance of the old road

E.R.

which must be maintained for local traffic. I do not believe the County will take over this road, but even if it did, it would still be a public cost, and this annual maintenance for a 3.46-mile section at $1,000 a mile would represent a capital cost of $67,840.

It is also my belief that the economic savings due to elimination of grade, estimated at $50,000, is not warranted by reason of the fact that the new estimate of the hill route includes a truck lane on the grade, and, when climbing lanes are provided, it is estimated that the capitalized value of the saving in rise and fall on the river route does not exceed $28,800.

Summing up all these things, my analysis is as follows:

Cost of river route	$769,861
Cost of the hill route, including additional $14,500 for guard fence	628,241
Difference	$141,620

Considering the value of the economic factors, there is in favor of the hill route a capital investment for the maintenance of the old road which amounts to $67,800. In contrast to this, there are economic savings on the river route over the hill route, the capitalized value of which are as follows:

Reduction in length, 0.13 mile	$ 36,400
Saving in rise and fall	28,800
Noninterference with traffic	25,000
Hinsdale right of way returned	3,200
Port of Umpqua contribution	15,000
Total	$108,400

Subtracting the $67,800 would give a difference in favor of the river route of $40,600 which, when subtracted from the $141,620 representing the difference in first cost, gives a net difference in favor of the hill route of $100,020.

Summarizing briefly, the net difference in cost, actual cash outlay, at the present time would be $140,000, or about 22 per cent over the hill route. Figuring the capital investment of all the economic factors, the difference would be about $100,000 in favor of the hill route. Even though the cost were reversed, I would recommend the adoption of the hill route because of the fact that a portion of the proposed river route would rest on a sand bar which is about 35 feet above the bed of the river channel. The plan contemplates changing the present channel by the placement of this road as a dike. There is a danger that sometime in the future the current might be changed to again come against the south shore as it does now, and, unless it followed the present channel which is riprapped to the present channel bed, it could cut through the sand bar just like cheese.

There is a vast difference between this plan and the Columbia River plan. Where we are changing the current in the Columbia River, our rock toe wall goes all the way down to hard, solid bottom. It does not rest on a sand bar. If that had not been true, in my opinion it would never have stood the 1948 flood.

I do not care to take the responsibility of placing the Umpqua Highway in the river location, as I consider it extremely hazardous. The Location Engineer, the Division Engineer, the Construction Engineer and the First Assistant State Highway Engineer all are of the opinion the hill route should be adopted and that the river route would be hazardous. For these reasons, I recommend the adoption of the so-called hill route or present road location between Reedsport and Keepke Slough, and I recommend that bids be taken for the construction at the July letting for a portion of this section. The original allotment to this road was $175,000, which was selected for a portion of the road before the survey was made. When we made the survey, we increased the estimate to $294,000. The present estimate of this 2.14-mile section is $316,000. The estimate of the 1.36-mile section to complete the "hill line" is $312,240.

I recommend we take bids again in July on this same section that we did before.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

4-15-52

RIVER ROUTE

REEDSPORT-DEAN SECTION

UMPQUA HIGHWAY

Item	Unit	Net	Allowance	Total	Unit Price	Total Cost
1. Clearing & Grubbing	All Spec.	100%		100%		$ 8,800
2. Struct. Exc., Unclass	Cu. Yd.	622	78	700	3.60	2,520
3. General " "	" "	47,260	4,740	52,000	0.93	48,360
4. Sand Fill in Place	" "	377,700	37,300	415,000	0.35	145,250
5. Gravel Cone In Place	" "	126,300	12,700	139,000	1.00	139,000
6. Gravel Blanket In Place	" "	21,400	2,100	23,500	1.50	35,250
7. Riprap In Place	" "	33,100	3,300	36,400	2.80	101,920
8. Finish R/B & Slopes	Mile	3.37		3.37	700.00	2,359
9. Rounding Cutbanks	Lin. Ft.	1,595	155	1750	0.18	315
10. 18" Conc. Pipe	" "	456	44	500	4.40	2,200
11. 24" " "	" "	75	15	90	6.25	563
12. 36" " "	" "	75	15	90	13.50	1,215
13.*2"-0" Mat'l in Base	Cu. Yd.	18,860	1,840	20,700	2.00	41,400
14. 3/4" Level Cse & Shldrs.	" "	4,520	480	5,000	3.00	15,000
15. Sprinkling	M-Gal.	590	60	650	2.50	1,625
16. Prep. of Base	Mile	3.37		3.37	300.00	1,011
17. RC-3 Asph. in Binder	Tons	55	5	60	45.00	2,700
18. 3/4"-0" Mat'l in "	Cu. Yd.	435	45	480	4.00	1,920
19. Class "B" Asph. Conc.	Tons	8,500	850	9,350	7.25	67,788
20. RS-2 Asph. In Seal	"	45	5	50	47.50	2,375
21. 1/4"-#10 Mat'l In Seal	Cu. Yd.	260	30	290	5.00	1,450
22. Furn. & Install Guard Rail	Lin. Ft.	14,800	200	15,000	3.35	50,250

Item	Unit	Net	Allowance	Total	Unit Price	Total Cost
23. Furn. & Install Sight Posts	Each	37	3	40	10.00	$ 400
24. Struct Exc. For Tide Box	Cu. Yd.	127	13	140	10.00	1,400
25. Class "A" Conc. " Box	" "	37	3	40	100.00	4,000
26. Metal Reinfot " Box	Lb.	3,600	400	4,000	0.15	600
27. Shoring & Cribbing Tide Box	All Spec.	100%		100%		3,000
Total, Contract Bid Items						$682,671
Adjust Manhole						150
Furnish & Install 3 Tide Gates						1,500
						$684,321
Engr. & Contingencies						85,540
						$769,861

Note: General Excavation includes $1,560 traffic handling costs.

*Base material 0.50 per Cu. Yd. cheaper than on hill route due to placement with no traffic.

April 15, 1952

4-15-52

HILL ROUTE

REEDSPORT-DEAN CREEK SECTION

UMPQUA HIGHWAY

Item	Unit	Net	Allowance	Total	Unit Price	Total Cost
1. Clearing & Grubbing	All	All		All	$25,000	$ 25,000
2. Struc. Excav. Unclass.	Cu. Yd.	828	82	910	3.60	3,726
3. General Excavation Unclass.	" "	282,000	28,000	310,000	0.98*	303,800*
4. Short Overhaul	Yd. Sta.	774,300	77,700	852,000	0.015	12,780
5. Long Overhaul	C-Yd. Sta.	40,200	3,800	44,000	0.44	19,360
6. Finish Roadbed & Slopes	Mile	3.50	——	3.50	700	2,450
7. Rounding Cutbanks	Lin. Ft.	5,500	500	6,000	0.18	1,080
8. 18" Concrete Pipe	" "	669	66	735	4.40	3,234
9. 24" " "	" "	153	15	168	6.25	1,050
10. 36" " "	" "	135	15	150	13.50	2,025
11. 2"-0" Material in Base & Shoulders	Cu. Yd.	21,120	2,380	23,500	2.50	58,750
12. 3/4-0" Material in Level Course	" "	4,920	480	5,400	3.00	16,200
13. Sprinkling	M-Gal.	650	60	710	2.50	1,775
14. Preparation of Base	Mile	3.50	——	3.50	300	1,050
15. RC-3 Asphalt in Binder	Ton	63	7	70	45	3,150
16. 3/4-0 Material in Binder	Cu. Yd.	500	50	550	4.00	2,200
17. Class B Asphaltic Conc.	Ton	9,740	960	10,700	7.25	77,575
18. RS-2 Asphalt in Seal	Ton	52	6	60	47.50	2,850
19. ¼"-#10 Material in Seal	Cu. Yd.	300	30	330	5.00	1,650
20. Salvage & Reinstall Guard Rail	Lin. Ft.	1,040	10	1,050	2.50	2,625
21. Furn. & Install Conc. Site Posts	Each	50	5	55	10.00	550

Total, Contract Items	$541,880
Extra Work - Adjust Manhole	150
Furnish & Install 5 Tidegates	2,500
Total	$544,530
Plus 12½% Engr. & Cont.	68,066
	$604,596

* Includes approx. $25,000 for handling traffic.

April 15, 1952

18-9310 McCredie Springs-Willamette 1950
Jct. Rock Prod. Proj. on the
#2253 Willamette Hwy.

18-8312 McCredie Springs-Willamette 1952
Jct. Rock Prod. Proj. on the
#3753 Willamette Hwy.

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Baldock

Monroe, Ore.
Sept. 16, 1953

Dear Sirs;

I am with the understanding that damage claims against contractors on State road jobs should be sent to the state as well as to the contractor.

I have a damage claim against Porter W. Yett & Son, filed 6 weeks ago for stock damage to my grain in the amount of $226.16. As yet have had no action on it.

The road crew working on the Territorial road from south Benton county line to Cheshire let the stock of Gregory Stroda out at least five times by failure to close gates. They were warned at least three times.

Yours sincerely,

/s/ C. S. Williams

NOTED
State Highway Engineer

CO

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FOR FILING

January 26, 1953

FINAL COST ANALYSIS

McCredie Springs-Willamette Jct.
Contract #3753

Willamette Highway
Prefix No. 18-8312-201 (44)

Rogers Construction Company-Contractor
A. A. Fossen-Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
½"-¼" Crushed Rock in S.P.	5,161.23	Cu. Yds.	$3.33	$4.25	$17,181.75	$21,935.23
¼"-#10 Crushed Rock in S.P.	5,062.98	" "	3.33	4.20	16,854.67	21,264.52
½"-0 Crushed Rock in S.P.	5,982.89	" "	3.33	4.50	19,917.06	26,923.01
S.P. Haul Adj., Favor of Contractor	1,466.3	Yd. Mile	0.12	0.12	175.96	175.96
					$54,129.44	$70,298.72

Gross Revenue	$70,298.72
Total Cost	54,129.44
Net Profit	$16,169.28

Net Profit Equals 23.0 % of Total Gross Revenue

McCredie Springs-Willamette Jct.
Contract #3753

Detail of Cost

Labor:		
Supervision	$ 1,996.24	
Labor	15,429.00	
Payroll Taxes & Insurance	850.14	
		$18,275.38
Equipment Rentals & Misc.:		
Equipment Rental (Owned)	11,318.00	
Equipment Rental (Hired)	8,183.69	
Gas, Oil & Grease	3,618.30	
Freight & Cartage	1,733.40	
Small Tools & Misc. Supplies	2,284.74	
Insurance & Bond	526.86	
Home Office & General Overhead	2,108.96	
		31,042.59
Subcontract drill & shoot (Include Explosive)	6,080.11	
		6,080.11
Total Expended		$54,129.44

McCredie Springs-Willamette Jct.
Contract #3753

Breakdown of Crushing Cost

Item	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up	16,207.10	Cu. Yd.	$ 3,978.63	$0.24
Drill & Shoot	16,207.10	" "	6,384.11	0.40
Load & Haul to Crusher	16,207.10	" "	8,887.75	0.55
Crushing	16,207.10	" "	17,224.25	1.06
Cost per Cubic Yard in Bunker				$2.25
Haul to Stockpile (Average haul 5 miles)	16,207.10	Cu. Yd.	14,521.48	0.89
Stockpiling	16,207.10	" "	3,133.22	0.19
				1.08
Total Cost of Material in Stockpile				3.33

Elapsed working time = 490 hours.
Average crush per hour elapsed working time = 16,207.10 ÷ 490 = 33.08 C.Y.

Total working time = 324 hours.
Average crush per hour worked = = 16,207.10 ÷ 324 = 50.02 C.Y.

McCredie Springs-Willamette Jct.
Contract #3753

Remarks:

This was a "State Contract" calling for the crushing and stockpiling of approximately 16,000 cubic yards of material for use by the Maintenance Department on the McCredie Springs-Willamette Junction Section of the Willamette Highway.

The contract for the project was bid and awarded to Rogers Construction Company on July 10, 1952. The drilling started on September 5, 1952, crushing on September 23, 1952, and the project was completed October 27, 1952.

The contractor elected to use the "State" quarry located on the south side of the Willamette Highway at Mile Post 62.9.

The drilling and shooting of the quarry was done by Messer, Poye and Associates whose equipment consisted of one - 315 compressor, one wagon drill and two jackhammers. The contractor furnished the powder.

The contractor had the following equipment on the project: one 3/4 cubic yard Koering shovel, two - 6 cubic yard dumptors loading and hauling to the crusher plant, one portable crusher plant consisting of one 24"x36" jaw, one - 48" cone, one scalping screne, one 54"x24" roll crusher, two screne and one - two compartment bunker, one - 5 cubic yard truck, one - 8 cubic yard truck of their own, and other rented trucks necessary to haul to stockpiles, one - D4 dozer, stockpiling and shaping stockpiles, two pickup trucks, one flatbed truck and other necessary equipment.

The crushing of the material which was of small size $\frac{1}{2}$"-0, and $\frac{1}{2}$"-#10 sieve, was started the 23rd of September and completed on October 27, 1952. In reducing the material which when shot broke up flat, the contractor had an excess of lost time due to breakdowns in the roll crushers.

The contractor had high bid prices to offset expected bad weather during this season of the year in high altitude, and the small sizes of aggregate to be crushed. With good supervising and weather which permitted two - nine hour shifts per day, good progress was made and a good profit was realized for the project.

[illegible]. H. Clymer
Cost Analyst

By . . . . F. W. Sugnet

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[illegible]
3753

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 30, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3753	3-final	Rogers Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23638	R-56280	$ 2,158.46	12/29/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1952

Time Extensions: None

Completion Date: Oct. 27, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-2-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

A. A. Wicklander

1-2-53

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DEC [illegible] 1952
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8-8312

[illegible]

December 10, 1952

Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3753 for work performed on the McCredie Springs-Willamette Junction Section of the Willamette Highway in Klamath and Lane Counties was completed by the contractor, Rogers Construction Co., on October 27 and was formally accepted by the Highway Commission on November 24, 1952.

Final payment in the amount of $2,158.46 will be released to the contractor on or after December 20, 1952. The total contract amount is $70,298.46, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

12 [illegible]

Form E-1

18-8312

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 22, 1952

Section McCredie Springs-Willamette Jct.

Kind of work Rock Production

Highway Willamette

Section prefix 18-8312

Contractor Rogers Construction Co.

Contract number 3753

Date of contract July 10, 1952

Date of completion October 27, 1952

Date work started August 25, 1952

Estimated date of completion ......, 19....

Amount of contract . . . . $69,355.

Per cent of time elapsed ......%

Estimated cost of completed project, exclusive of engineering . Corrected semi-final estimate . . $73533.02

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $2850., ... %

Date project was completed Oct 27, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work on project began on August 25 when drilling equipment was hauled in and started operating in the designated quarry. The balance of the month and during the first half of September were days of drilling, shooting and setting up of plant work.

First crushing on the 17th of September and the regular oilrock aggregates (¾"-¼") and ¼"-10 M were out by October 17. The crushing of the ¼"-0 for sanding started immediately and on October 27, this phase was completed.

Dismantling of plant started on the same date and this work and the general clean-up was completed on November 10.

Final Report

RECEIVED
NOV 24 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed A. A. Fossen

Address Hwy Dept Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			33		
Miles partially completed					
Miles completed			33		
Total estimated quantities			16,000		
Estimated quantities moved or placed to date			16,207.1		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

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NOV 14 1952
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18-[illegible]

November 13, 1952

Fidelity and Casualty Company of New York
80 Maiden Lane
New York 8, New York

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Rogers Construction Company in connection with Contract No. 3753 covering rock production on the McCredie Springs-Willamette Junction Section of the Willamette Highway in Klamath and Lane counties. This payment, in the amount of $59,005.49, will be released to the contractor on or after November 24, 1952. The retained percentage is $2,107.43.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Pallett, Fisher & Carlo, Inc.
U. S. National Bank Building
Portland 4, Oregon

RECEIVED
FOR FILING

August 13, 1952

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3753, which was awarded to you on July 10, 1952 by the State Highway Commission, covering Rock Production on the McCredie Springs-Willamette Jct. Section of the Willamette Highway in Klamath and Lane Counties. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

fn
Enc. 1

Recorded 8-13-52

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JUL 15 1952
FOR FILING

7-15-52

July 14 1952

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on July 10, 1952 awarded to you State Highway Contract No. 3153 for the McCredie Springs-Willamette Junction Rock Production Project on the Willamette Highway in Klamath and Lane Counties. This award was based on your bid of $59,355.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Fronzwa

[illegible] (2) Low Pass [illegible] 1952
[illegible]
[illegible] [illegible] Folder 1

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MAY 10 1956
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file

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 22nd, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

query
please put this in
the safe "as is".
Release only
as directed

Dear Sir:

Reference is made to the Low Pass Section of the Siuslaw Highway in Lane County, Oregon. Attached to this letter is the original driller's log of the deep test hole driller at Station 48+45 Lt. 2 feet. Mr. C. W. Enfield, Chief Counsel, has requested that this log be kept in a safe place, as it will be important evidence in the pending Natt McDougall suit.

In view of the above, would you please keep this log in your safe until such time as it is needed by the Legal Department? It is recommended that it be released only to those persons designated by Mr. Enfield or Mr. Baldock.

12/27/

A copy of this log has been made and will be kept in the Low Pass job file in my office. This file is available for inspection at all times.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

cc to: R. H. Baldock
C. W. Enfield
H. G. Smith

original of this
letter in general files,

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MAR 19 1954
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25

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

3754

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 26, 1954

Hart, Spencer, McCulloch, Rockwood & Davies
Attorneys at Law
Yeon Building
Portland, Oregon

Re: Claim of Natt McDougall Company
Low Pass Section of the Siuslaw
Highway, Lane County - Contract
No. 3754

Attention: Mr. Fletcher Rockwood

Gentlemen:

Following your visit to my office on January 25, 1954, at which time we discussed the matter of the claim of Natt McDougall Company in connection with State Highway Contract No. 3754, we searched the law with respect to making a recommendation to the Highway Commission concerning the action to be taken by the Commission with respect to this claim. As a result of this legal research it was my opinion and my recommendation to the Highway Commission that the Commission should deny this claim because of the serious doubt as to whether the facts of this claim fall within the provisions of Section 8-11 of the contract, and as to whether the Commission has the lawful authority to make such a substantial change in the contract as embraced in this claim.

These areas of uncertainty with respect to this claim, and my recommendation to the Commission, are contained in a letter to the Commission dated February 19, 1954, a copy of which is enclosed herewith for your information, as directed by Commission Chairman Ben R. Chandler, pursuant to a discussion he had with you, and with the further understanding that this letter is merely informative in nature and does not constitute an admission or a statement against interest by or concerning the State or the State Highway Commission in any nature whatsoever.

I understand from Mr. Chandler that the Natt McDougall Company will probably institute litigation with respect to this claim, and should you desire any further clarification of the Highway Commission's position prior to instituting litigation, I will be glad to discuss the matter with you at your convenience.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
H. B. Glaisyer
Robert L. May
Leonard Lindas
G. E. Rohde

27

AGENDA
FEB 24 1954

27

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 19, 1954

Mr. Ben R. Chandler, Chairman
State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Chas. H. Reynolds,
State Highway Commissioner
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver,
State Highway Commissioner
225 S. W. Broadway
Portland 5, Oregon

Re: Claim of Natt McDougall
Company on the Low Pass
Section of the Siuslaw
Highway, Lane County
Contract No. 3754

Gentlemen:

On July 10, 1952, Contract No. 3754, calling for grading and paving of the Low Pass Section of the Siuslaw Highway in Lane County, was awarded to the Natt McDougall Company. The bid and contract price was $753,510.00. In making this bid, the contractor allowed $0.45 per cu. yd. for excavating 847,000 cu. yds. of unclassified material. His attorney now contends that this bid was based upon representations by the State, upon which he was entitled to rely, to the effect that the material to be excavated was soft and capable of removal by shovel, whereas in fact it was hard and required blasting, at a cost of approximately $1.10 per cu. yd. The attorney argues that the State is therefore obliged to modify the contract price pursuant to the following section thereof:

> "8-11. Changed Conditions
>
> Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed. The engineer shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ, the contract may be modified by the engineer to provide for any increase or decrease of cost and/or difference in time resulting from such conditions."

C.C.R.

In support of the position that the above section is applicable, the attorney points to the original provisions in the plans calling for a one to one slope and to the provisions for disposition of fill material, both of which contemplated that soft material rather than hard rock would be encountered and both which were subsequently modified. He further claims that the two week interval between June 26, 1952, when the project was advertised, and July 10, 1952, when the bids were opened, did not allow the contractor sufficient time to make test borings for his own investigation, and therefore he necessarily had to rely upon the indications of the type of material to be encountered as contained in our plans and specifications.

The total amount claimed to be due over and above the contract price is $250,000.00. This sum represents the difference between $300,000.00, the alleged total extra cost due to encountering rock, and $50,000.00, the amount by which the actual cost of clearing and grubbing fell short of the bid price for this item. This claim originally came to the Commission's attention by way of a letter from the contractor to the Engineer dated August 5, 1953. It was rejected by the Commission on September 24, 1953, and the contractor was so informed by a letter from the Engineer dated October 31, 1953.

The contractor's contention that the Commission is authorized and required to pay or compromise this claim requires that both of the following propositions be true: (1) The intent of the contracting parties was such that, under the facts, Section 8-11 of the contract, would be applicable and would be required that additional compensation be paid; and (2) the payment of such additional compensation would not be contrary to any overriding provision of the law as set forth in the statutes of this State.

It is my opinion that there is sufficient doubt as to the validity of each of these propositions as to require that the claim be denied. Thus, to take the first proposition, a good argument can be made that Section 8-11 is not applicable, since the risk of encountering rock was assumed by the contractor in his bid. Our engineering department states that the provisions for "slope" and "fill", although perhaps indicative, are not considered as warranties or controlling factors amongst contractors generally. McDougall is presumed to have known this. He also could have determined, from all the data available to him concerning the test boring made by the State, that hard material would be encountered in the deeper part of the cut. Thus the following, from page number 4 of the special provisions is applicable:

> "Test Pits, Drilling, Et cetera:
>
> The State has conducted subsurface exploratory operations on the project as indicated on the plans. Logs of these explorations are available for inspection from the engineer designated to show the project to interested parties. The State Highway Commission makes no representation that the nature of the material to be excavated will be as indicated by these explorations and the State Highway Commission will not be liable to the contractor in any manner in case materials of a kind, class, nature, character or condition not indicated by these explorations are encountered."

As respects the contractor's contention that, because of the limited time available to him, he was entitled to rely upon the "representations" made by the State as to the kind of material to be encountered, it can well be argued that no representations were made. The short time factor may prove to be embarrasing, however, since in some cases the courts have declared that this will cause the State to be bound, notwithstanding general provisions in the contract to the contrary.

Even if we assume that McDougall is correct in his contention that the conditions he encountered bring him within the scope of Section 8-11 of the contract heretofore quoted, the Commission is confronted with the further problem of the extent of its power to modify the contract under such contract provision. The question put very simply is this -- What authority does the Commission have under Section 8-11? About all that can be said with any degree of certainty is that, pursuant to such provision and upon the occurrence of the changed conditions specified therein, the Commission may modify the contract where the changes and modifications are incidental to the project covered in the original contract or are such minor changes and additions thereto as may become reasonably necessary in completing the original contract.

There could be no question of the Commission's authority to modify the contract in this particular case if it were not for the following statute:

> O.R.S. 366.405 (1) "The commission, according to law and in open and public session, may let all contracts for the construction, maintenance, operation, improvement or betterment of highways to the lowest and best responsible bidder, determined as a result of a call for competitive bids. The commission may by rule or regulation provide and fix the time or notice which shall be given when bids are called for. The commission may reject any or all bids. If no satisfactory bid is received new bids may be called for, or the work may be done without letting to contract and pursuant to such manner or method as determined by the commission."

Subsection (3) reads in part:

> "On work involving an expenditure of less than $5,000 it is discretionary with the commission whether the project shall be let by contract, performed by day labor or by the commission's own forces. ..."

Thus it is clear that initially the Commission must call for competitive bids on all projects involving an expenditure of more than $5,000.

The problem thus becomes -- What effect, if any, does said statute have upon the Commission's authority to modify the contract as set forth in Section 8-11 of the contract? The answer has not been spelled out by the

Oregon Supreme Court, nor is it clearly enunciated in other jurisdictions. Suffice it to say that, relying somewhat on Oregon precedent and the law of other jurisdictions as well as authorities in the field, there is sufficient doubt raised as to the Commission's authority to modify the contract in the manner requested by McDougall. As was said in a Massachusetts case in a somewhat analogous situation:

> "It would be a vain thing for the legislature to establish these safeguards for the public treasury to govern the initial execution of a contract and yet to permit all the evils thus prohibited to be accomplished by amendment or alteration of such a contract when once executed."

And in Pyle v. Kernan, 148 Ore. 666, 674, 36 P. 2d 580, a case involving the authority of the Highway Commission to alter or change the plans and specifications of contracts already entered, the court said:

> "The statutory requirement that the award of contracts for the 'construction, improvement, repair or maintenance' of public highways be made 'to the lowest and best responsible bidder upon the kind of material or materials selected by said commission' has for its purpose or object free and open competition in the letting of public improvement contracts. It is a safeguard against fraud, favoritism, and collusion: 44 C.J. 325. Any contract having a natural tendency to bring about a circumvention of the statute -- by whatsoever scheme or plan -- is contrary to public policy: Terwilliger Land Co. v. City of Portland, 62 Or. 101, (123 P. 57); Montague-O'Reilly v. Milwaukie, 101 Or. 478 (193 P. 824, 199 P. 605)."

Later on in the same opinion the court indicated that the Commission could modify contracts only to a "reasonable degree". If this be the test, it is apparent that the court would have considerable latitude in deciding whether a particular modification was reasonable or unreasonable. When this consideration is coupled with the fact that the Highway fund is declared by law to be a trust fund, with the Highway Commission custodian thereof, prudence alone would dictate that the Commission observe caution with respect to recognizing any claim of this nature.

It is my recommendation that, inasmuch as the law in this jurisdiction is fraught with much uncertainty as to the authority of the Commission in this situation, the Commission deny the claim of the Natt McDougall Company. In so doing it is recognized that if this claim is litigated by McDougall, he might prevail. But if it should be so decided, the Commission would not be found wanting in its public trust. It must be recognized that the Commission has absolutely no authority to pay claims that are not lawful, and that if the McDougall claim is recognized and paid by the Commission at this point, it might subsequently be determined by the courts that the

Commission had no authority to do so. Needless to say, this would be extremely embarrasing for everyone concerned. On the other hand, the State has lost nothing if it should subsequently be determined by the courts that the claim made by the contractor in this case is a valid one and should be paid by the State.

Very truly yours,

C. W. ENFIELD
Chief Counsel

TJR:ia

cc - R. H. Baldock
- W. C. Williams
- H. G. Smith
- H. B. Glaisyer
- Forrest Cooper

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3754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 18, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place the following matter upon the agenda for the February 24-25 meeting of the Highway Commission:

Report on claim of Natt McDougall Company, contract No. 3754, Low Pass Section of the Siuslaw Highway, Lane County.

Yours very truly,

CW Enfield
C. W. ENFIELD
Chief Counsel

CWE:avh
cc - G. E. Rohde
Thomas J. Reeder
Ernest Lundeed

Mr. R. H. Baldock

February 9th, 1954

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NOTED
State Highway Engineer

Low Pass Section
Contract #3754

COST ANALYSIS TO FEBRUARY 1954

Grading
Natt McDougall, Contractor
J. F. Putnam, Resident Engineer

Siuslaw Highway
Prefix 20-1079

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$51,996.77	$90,000.00
Struct. Excav.	1,538	Cu. Yd.	5.00	2.90	4,460.57	7,690.00
Trench "	283	" "	2.50	1.78	502.69	707.50
General "	740,000	" "	0.45	0.73	542,866.49	333,000.00
Short Overhaul	2,715,000	Yd. Sta.	0.015	0.224	60,789.72	40,725.00
Long "	33,000	C-Yd. Sta.	0.65	0.97	32,091.89	21,450.00
Fin. R/B & Slopes	1.2	Mile	1,500.00	1,730.32	2,076.39	1,800.00
Rounding Cutbanks	7,795	Lin. Ft.	0.25	0.16	1,232.50	1,948.75
18" Corr. Metal Pipe	640	" "	4.85	3.59	2,299.49	3,104.00
48" " " "	48	" "	18.50	16.96	814.08	888.00
18" Corr. Metal Pipe, Extra Strength	1,445	" "	5.50	3.95	5,713.70	7,947.50
24" Corr. Metal Pipe, Extra Strength	656	" "	8.90	6.58	4,313.89	5,838.40
48" Corr. Metal Pipe, Extra Strength	170	" "	22.00	17.68	3,005.69	3,740.00
8" Corr. Metal Perf. Drain Pipe	4,291	" "	4.60	2.62	11,226.48	19,738.60
12" Concrete Pipe	153	" "	2.55	1.22	187.47	390.15
18" " "	123	" "	4.80	3.35	411.89	590.40
30" " "	66	" "	9.40	5.89	388.49	620.40
Salvage Culvert Pipe	7	" "	2.25	1.73	12.10	15.75
3/8"-0" Backfill in Drain	822	Cu. Yd.	5.00	4.85	3,986.40	4,110.00
Concrete Post	6	Each	10.50	7.63	45.75	63.00
PA #2, Bar Run Gravel	255	Cu. Yd.	2.00	1.76	450.00	510.00
PA #3, Ex. Clear & Grub	.7	Acre	2,500.00	2,239.47	1,567.63	1,750.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #3, Detour Exc.	11,073.5	Cu. Yd.	$0.60	$0.53	$ 5,875.38	$ 6,644.10
PA #4, Ex. Clear & Grub	.5	Acre	2,500.00	2,059.86	1,029.93	1,250.00
PA #4, Detour Exc.	8,694.8	Cu. Yd.	1.05	0.91	7,893.79	9,129.54
PA #5, Felling Danger Trees	155	Sq. Ft.	5.00	2.82	437.75	775.00
Force Account					1,739.38	1,961.38
Material on Hand						
Conc. Sight Posts	36	Each	4.05		145.80	145.80
18" Conc. Culv. Pipe	51	Lin. Ft.	1.58		80.58	80.58
24" Ex. Strength Corr. Metal Pipe	32	" "	5.44		174.08	174.08
					$747,816.77	$566,787.93
Amount Received From The Sale of Logs						7,000.00
						$573,787.93

Gross Revenue	$573,787.93
Total Cost	747,816.77
Net Loss	$174,028.84

Net Loss Equals 30% of Gross Revenue

This report covers McDougall's cost only and does not include cost of work done by J. C. Compton, subcontractor on surfacing, oiling and paving. Compton will not finish until about July 1954.

Work Done to February by McDougall
Contract #3754

Detail of Cost
Natt McDougall Co.

Labor:

Supervision	$18,500.00	
Labor	301,163.62	
Labor Insurance	22,376.45	
		$342,040.07

Materials:

18" Corr. Metal Pipe	640	Lin. Ft.	at $2.79	$ 1,785.60	
18" " " Bands	30		" 4.20	126.00	
48" " " Pipe	48	Lin. Ft.	" 11.74	563.52	
48" " " Bands	3		" 11.33	33.99	
18" Corr. Metal Pipe, Extra Strength	1,445	Lin. Ft.	" 3.31	4,782.95	
18" Corr. Metal Bands	72		" 4.20	302.40	
24" Corr. Metal Pipe, Extra Strength	656	Lin. Ft.	" 5.70	3,739.20	
24" Corr. Metal Bands	29		" 6.10	176.90	
48" Corr. Metal Pipe, Extra Strength	170	Lin. Ft.	" 14.25	2,422.50	
48" Corr. Metal Bands	7		" 13.54	94.78	
8" Perf. Drain	4,291	Lin. Ft.	" 1.50	6,436.50	
8" " " Bands	163		" 2.24	365.12	
12" Conc. Culv. Pipe	153	Lin. Ft.	" 0.83	126.99	
18" " " "	123	" "	" 1.61	198.03	
30" " " "	66	" "	" 3.60	237.60	
Concrete Sight Posts	6		" 5.80	34.80	
3/8"-0" Backfill Material	822	Cu. Yd.	" 4.23	3,479.50	
					24,906.38

Equipment Rental & Misc. Supplies:

Equipment Rental (Owned)	$246,450.13	
" " (Hired)	1,533.36	
Gas, Oil & Grease	32,091.37	
Bond (Part)	3,470.95	
P.U.C.	550.00	
P.L. & P.D. Insurance	3,995.79	
Explosives (214,000 Pounds)	38,885.87	
Drill Steel	17,698.95	
Field Office	7,535.10	
Home Office & General Overhead	17,354.74	
Small Tools & Misc. Supplies	5,784.91	
Move In, Freight & Cartage	10,519.10	
		380,870.27

Total Cost........................ $747,816.77

Contract #3754

Drilling Costs on Summit Cut on Low Pass Section

Labor:		
Labor	$ 70,933.48	
Labor Insurance	4,965.34	
		$ 75,898.82
Equipment Rental & Misc. Supplies:		
Equipment Rental (Owned)	$ 13,990.38	
" " (Hired)	1,533.34	
Gas, Oil & Grease	2,946.89	
Explosives (25,500 Caps & 214,000 Pounds)	36,159.22	
Drill Steel & Bits	17,698.95	
Repairs	5,450.00	
General Overhead	12,480.00	
		90,258.78
		$166,157.60

$166,157.60 ÷ 470,261.3 Cu. Yd. = $0.353 Per Cu. Yd.

Low Pass Section
Contract #3754

Remarks:

This was a "Federal Aid Project" for grading and paving 2.54 miles on the Low Pass Section of the Siuslaw Highway in Lane County.

The contract was bid and awarded on July 10th, 1952, work was started on July 30th, and, with the exception of some delay in September due to fire hazard, good progress was made until the latter part of December, when it became too wet to operate. Work was started again in March 1953, and carried on until grading was practically finished in December 1953. Slides which will occur this winter will be cleaned up and the roadbed reshaped in the spring of 1954.

The clearing on this section consisted of a thick growth of virgin and second growth fir and on the steep slopes was quite difficult to clear. The merchantable timber was sold to Montgomery and Spencer for $7,000 who did the logging and hauled the logs to mill. Forest closure during the summer delayed the clearing operations. Power saws, cats and dozers and a 3/4 cu. yd. shovel with clamshell bucket and a crew of about fifteen men made good progress during the favorable weather. A good profit was made on clearing and grubbing.

A crew of about three men with a D-7 cat equipped with a Hystaway hoe made good progress on the installation of pipe. There was a considerable overrun on 8" perforated pipe at a good bid price. A good profit was realized on pipe.

A large portion of the 740,000 cu. yds. of general excavation was in the large summit cut, where 470,261 cu. yds. was excavated. This was an extremely difficult cut about 200 feet high with steep slopes. A large part of the material was hauled down the steep slopes on about a 35% grade into a 50-foot fill. Considerably more sandstone which required drilling and blasting was encountered in this cut than had been anticipated by the contractor. Some drilling and blasting was also required in other cuts. Rain during the summer made haul roads slick and delayed progress.

Common excavation was moved with tractors and scrapers. Rippers were used when practical to loosen shale and sandstone. The material which required drilling and blasting was excavated with shovels and trucks. The contractor had excellent equipment and supervision and expedited the work by working two and three shifts per day when practical.

The equipment used on grading operations consisted of two 2½ cu. yd. shovels, one 600 CMF, one 500 CMF and one 315 CMF compressors, four wagon drills, one tractor-mounted wagon drill, five jackhammers, five 13 cu. yd. Euclids, three 10 cu. yd. Euclids, three 12 cu. yd. Tournarockers, eight cats and dozers, eight 15 cu. yd. scrapers, two heavy rippers, one sheepsfoot roller, one motor grader, two light plants, three pickups, one grease truck, one bus, shop tools and miscellaneous equipment.

The contractor's bid price of $0.45 per cu. yd. was too low with the large amount of drilling and blasting required. The bid prices on short over-

Remarks (Cont'd):

haul and long overhaul were too low for the difficult haul. A large loss was suffered on the grading operations.

E. H. Clymer
Chief Cost Analyst

By . . George Kayser

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BF-188([illegible])

3754

November 17, 1953

Matt McDougall Co.
824 Pittock Block
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from August 31, 1953 to July 31, 1954 within which to complete your contract No. 3754, for grading and paving on the Low Pass Section of the Siuslaw Highway in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

James F. Putnam,
Resident Engineer

H. C. Smith,
Construction Engineer

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FF-197(2)

3754

October 21, 1953

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Natt McDougall Co. a portion of the funds heretofore retained by the Commission on contract No. 3754, for grading and paving on the Low Pass Section of the Siuslaw Highway in Lane County.

This payment, in the amount of $60,583.15, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $22,605.30. The present payment will be released on or after October 31, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

10-22-53

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34-1

October 20, 1953

Request for extension of time
No. 16
October 29 and 30 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Matt McDougall Company for an extension of time on the Low Pass Section, Siuslaw Highway, Contract No. 3754, from August 31, 1953 to July 31, 1954.

An unusually wet winter and spring prevented the contractor from completing the project in sufficient time to permit the placing of the asphaltic concrete before the fall rains set in.

This has been an extremely difficult project to operate and I, therefore, recommend the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:js 1g

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[illegible] 1953
FOR FILING

BF-188(3)

3754

October 12th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Low Pass Contract #3754, Oregon BF-188(3), from August 31st, 1953, to July 31st, 1954, to the Natt McDougall Co., contractor.

An unusually wet winter and spring prevented the contractor from completing this project in sufficient time to permit the placing of the asphaltic concrete before the fall rains set in. This has been an extremely difficult project to operate, and I, therefore, recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

R

cc to: H. G. Smith

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SF-158(2)
3754

October 1, 1953

Natt McDougall Company
824 Pittock Block
Portland 5, Oregon

Attention: Mr. Jack McDougall

Gentlemen:

Your communication of August 5, addressed to the Oregon State Highway Commission to my attention, relative to your contract No. 3754 for the grading and paving of the Low Pass Section of the Siuslaw Highway in Lane County, has received my very careful attention.

First, I inspected the project with you on August 24. I then discussed the matter with the engineering personnel and with the State Highway Commission's Attorney. It was the opinion of the Attorney that neither the Commission nor its Engineer has the authority, under the terms of the contract, to reimburse you for the loss which you claim to have sustained on this project.

I then discussed the matter with the State Highway Commission on September 24 and the State Highway Commission, after due and careful consideration and consultation with the Attorney, instructed me to advise you that your claim for additional compensation on this job must be denied.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

Natt McDougall Company
824 Pittock Block
Portland 5, Oregon

Attention: Mr. Jack McDougall

Gentlemen:

Your communication of August 5, addressed to the Oregon State Highway Commission to my attention, relative to your contract No. 3754 for the grading and paving of the Low Pass Section of the Siuslaw Highway in Lane County, has received my very careful attention.

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I then discussed the matter with the State Highway Commission on September 24 and the State Highway Commission, after due and careful consideration and consultation with the Attorney, instructed me to advise you that your claim for additional compensation on this job must be denied.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

APPROVED AS TO FORM
AND LEGALITY
Chief Counsel

(Keep this in file)

Orig. of
letter of August 5, 1953
to Ariz. State Hwy. Comm.
Attention: Mr. Keldock

from Jack Mc[illegible]

sent to Mr. [illegible]
December 27, 1955

~~Form~~ PR 2 (Revised 1946)

State Oregon

Federal Aid Bond Issue Project No. RF-188(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 16th day of January, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of February, 1952, a program, which was approved on the 28th day of March, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 25th day of June, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of four hundred ninety thousand and 00/100 dollars ($490,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

4,200	lin. ft.	Rounding Cutbanks	0.25	1,050.00
680	lin. ft.	18-inch Corrugated Metal Pipe	4.85	3,298.00

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by [illegible] [illegible] by Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

[illegible]

Issue	Amount	Date of Issue	Beginning Date of maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 9+10.78 in the SW 1/4 Section 11, T-16-S, R-7-W, W.M. and survey station 143+31.43 in the SW 1/4, Section 7, T-16-S, R-6-W, W.M., without exception, length 2.542 miles, in Lane County, being Oregon Federal Aid / Bond Issue project No. BF-188(3), consisting of 2.542 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of four hundred ninety thousand and 00/100 dollars ($490,000.00), which does not exceed the authorized Federal pro rata share of eight hundred twenty-six thousand fifty-six and 00/100 dollars ($826,056.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

4,200	lin. ft.	Rounding Cutbanks		
680	lin. ft.	18-inch Corrugated Metal Pipe	4.85	3,298.00

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By M. R. McLean
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

Oregon State Highway Department

Federal-Aid Project
No. F-188 (3)

LOW PASS SECTION OF THE
SIUSLAW HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 16, 1952

Type Code 6201
2-Lane Roadway (Sta. 9+10.78 to 28+00)(Sta. 132+50 to 143+31.43)

All Required		Clearing and Grubbing (22%)		$ 19,800.00
170	cu. yds.	Structural Excavation, Unclassified $	5.00	850.00
20	cu. yds.	Trench Excavation, Unclassified	2.50	50.00
1,840	cu. yds.	General Excavation, Unclassified	0.45	828.00
77,500	yd. stas.	Short Overhaul	0.015	1,162.50
6,150	C-yd. stas.	Long Overhaul	0.65	3,997.50
0.56	mile	Finishing Roadbed and Slopes	1,500.00	840.00
70	lin. ft.	48-inch Corrugated Metal Pipe	18.50	1,295.00
110	lin. ft.	18-inch Concrete Pipe	4.80	528.00
70	lin. ft.	30-inch Concrete Pipe	9.40	658.00
40	lin. ft.	Salvaging Culvert Pipe	2.25	90.00
3,240	cu. yds.	3" - 0 Material in Base	3.40	11,016.00
780	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.40	2,652.00
90	M-gals.	Sprinkling	3.00	270.00
0.56	mile	Preparation of Base	300.00	168.00
70	cu. yds.	3/4" - 0 Material in Binder Course	5.00	350.00
15	tons	RC-3 Asphalt in Binder Course	50.00	750.00
1,480	tons	Class "B" Asphaltic Concrete	7.50	11,100.00
5	tons	RS-1 Emulsified Asphalt in Seal Coat	60.00	300.00
40	cu. yds.	Aggregate in Seal Coat	6.00	240.00
		Subtotal		$ 56,945.00
		10% Engr. & Cont.		5,694.50
		Total		$ 62,639.50

Length of Roadway 0.563 Miles
Cost Per Mile $111,260.21

Type Code 6201
3-Lane Roadway (Sta. 28+00 to 66+00)(Stas. 82+00 to 132+50)

All Required		Clearing and Grubbing (66%)		$ 59,400.00
1,630	cu. yds.	Structural Excavation, Unclassified $	5.00	8,150.00
180	cu. yds.	Trench Excavation, Unclassified	2.50	450.00
268,400	cu. yds.	General Excavation, Unclassified	0.45	120,780.00
2,658,500	yd. stas.	Short Overhaul	0.015	39,877.50
33,050	C-yd. stas.	Long Overhaul	0.65	21,482.50
1.68	miles	Finishing Roadbed and Slopes	1,500.00	2,520.00
4,200	lin. ft.	Rounding Cutbanks	0.25	1,050.00
680	lin. ft.	18-inch Corrugated Metal Pipe	4.85	3,298.00

1,600 lin. ft.	18-inch Extra Strength Corrugated Metal Pipe	$ 5.50	$ 8,800.00
480 lin. ft.	24-inch Extra Strength Corrugated Metal Pipe	8.90	4,272.00
190 lin. ft.	48-inch Extra Strength Corrugated Metal Pipe	22.00	4,180.00
1,900 lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	4.60	8,740.00
160 lin. ft.	12-inch Concrete Pipe	2.55	408.00
60 lin. ft.	18-inch Concrete Pipe	4.80	288.00
80 lin. ft.	Salvaging Culvert Pipe	2.25	180.00
540 cu. yds.	3/8" - 0 Backfill in Drains	5.00	2,700.00
110 only	Concrete Sight Posts	10.50	1,155.00
12,440 cu. yds.	3" - 0 Material in Base	3.40	42,296.00
2,910 cu. yds.	3/4" - 0 Material in Base and Shoulders	3.40	9,894.00
340 M-gals.	Sprinkling	3.00	1,020.00
1.68 miles	Preparation of Base	300.00	504.00
320 cu. yds.	3/4" - 0 Material in Binder Course	5.00	1,600.00
50 tons	RC-3 Asphalt in Binder Course	50.00	2,500.00
6,420 tons	Class "B" Asphaltic Concrete	7.50	48,150.00
25 tons	RC-1 Emulsified Asphalt in Seal Coat	60.00	1,500.00
150 cu. yds.	Aggregate in Seal Coat	6.00	900.00
	Subtotal		$396,095.00
	10% Engr. & Cont.		39,609.50
	Total		$435,704.50

Length of Roadway	1.676 miles
Cost Per Mile	$259,966.88

Type Code 6201
4-Lane Roadway (Sta. 66+00 to 82+00)

All Required		Clearing and Grubbing (12%)		$ 10,800.00
80	cu. yds.	Structural Excavation, Unclassified	$ 5.00	400.00
10	cu. yds.	Trench Excavation, Unclassified	2.50	25.00
576,760	cu. yds.	General Excavation, Unclassified	0.45	259,542.00
0.30	mile	Finishing Roadbed and Slopes	1,500.00	450.00
1,500	lin. ft.	Rounding Cutbanks	0.25	375.00
190	lin. ft.	24-inch Extra Strength, Corrugated Metal Pipe	8.90	1,691.00
10	only	Concrete Sight Posts	10.50	105.00
2,620	cu. yds.	3" - 0 Material in Base	3.40	8,908.00
610	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.40	2,074.00
70	M-gals.	Sprinkling	3.00	210.00
0.30	mile	Preparation of Base	300.00	90.00
70	cu. yds.	3/4" - 0 Material in Binder Course	5.00	350.00
15	tons	RC-3 Asphalt in Binder Course	50.00	750.00
1,500	tons	Class "B" Asphaltic Concrete	7.50	11,250.00
10	tons	RC-1 Emulsified Asphalt in Seal Coat	60.00	600.00

50	cu. yds. Aggregate in Seal Cost	$ 6.00	$ 300.00
	Subtotal		$297,920.00
	10% Engr. & Cont.		29,792.00
	Total		$327,712.00

Length of Roadway 0.303 mile
Cost Per Mile $1,081,557.75

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$ 62,639.50	$ 37,157.00	$ 25,482.50
3-Lane Roadway	435,704.50	258,451.00	177,253.50
4-Lane Roadway	327,712.00	194,392.00	133,320.00
	$826,056.00	$490,000.00	$336,056.00

State Funds for Constr.: Chap. 175, laws 1917; chap. 31, laws 1920; chap. 529, laws 1939; chap. 491, laws 1951.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Primary
Project No. BF-188-3

LOW PASS SECTION OF THE SIUSLAW

HIGHWAY IN LANE COUNTY

(Estimate to cover plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 24, 1952

Type Code 6201
2-Lane Roadway (Sta. 9+10.78 to 28+00)(Sta. 132+50 to 143+31.43)

All Required		Clearing and Grubbing (22%)		$ 14,300.00
170	cu. yds.	Structural Excavation, Unclassified	$ 3.00	510.00
20	cu. yds.	Trench Excavation, Unclassified	3.00	60.00
1,840	cu. yds.	General Excavation, Unclassified	0.50	920.00
77,500	yd. sta.	Short Overhaul	0.015	,162.50
6,150	C-yd. sta.	Long Overhaul	0.50	,075.00
0.56	mile	Finishing Roadbed and Slopes	800.00	448.00
70	lin. ft.	48-inch Corrugated Metal Pipe	16.00	,120.00
110	lin. ft.	18-inch Concrete Pipe	3.50	385.00
70	lin. ft.	30-inch Concrete Pipe	6.50	455.00
40	lin. ft.	Salvaging Culvert Pipe	2.00	80.00
3,240	cu. yds.	3"-0 Material in Base	3.25	10,530.00
780	cu. yds.	3/4"-0 Material in Base and Shoulders	3.50	2,730.00
90	M-Gal.	Sprinkling	3.00	270.00
0.56	mile	Preparation of Base	300.00	168.00
70	cu. yds.	3/4"-0 Material in Binder Course	5.00	350.00
15	tons	RC-3 Asphalt in Binder Course	42.00	630.00
1,480	tons	Class "B" Asphaltic Concrete	6.75	9,990.00
5	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	225.00
40	cu. yds.	Aggregate in Seal Coat	6.00	240.00
			Subtotal	$47,648.50
			10% Engr. & Cont.	4,764.85
			Total	$52,413.35

Length of Roadway	0.563 mile
Cost Per Mile	$93,096.53

Type Code 6201
3-Lane Roadway (Sta. 28+00 to 66+00) (Sta. 82+00 to 132+50)

All Required		Clearing and Grubbing (66%)		$ 42,900.00
1,630	cu. yds.	Structural Excavation, Unclassified	$ 3.00	4,890.00
180	cu. yds.	Trench Excavation, Unclassified	3.00	540.00
268,400	cu. yds.	General Excavation, Unclassified	0.50	134,200.00
2,658,500	yd. sta.	Short Overhaul	0.015	39,877.50
33,050	C-yd. sta.	Long Overhaul	0.50	16,525.00
1.68	Miles	Finishing Roadbed and Slopes	800.00	1,344.00
4,200	lin. ft.	Rounding Cutbanks	0.20	840.00
680	lin. ft.	18-inch Corrugated Metal Pipe	4.50	3,060.00
1,600	lin. ft.	18-inch Extra Strength Corrugated Metal Pipe	5.50	8,800.00
480	lin. ft.	24-inch Extra Strength Corrugated Metal Pipe	6.50	3,120.00
190	lin. ft.	48-inch Extra Strength Corrugated Metal Pipe	18.00	3,420.00
1,900	lin. ft.	8-inch Perforated Metal Drain Pipe Coated	2.25	4,275.00
160	lin. ft.	12-inch Concrete Pipe	2.50	400.00
60	lin. ft.	18-inch Concrete Pipe	3.50	210.00
80	lin. ft.	Salvaging Culvert Pipe	2.00	160.00
540	cu. yds.	3/8"-0 Backfill in Drains	5.00	2,700.00
110	only	Concrete Sight Posts	10.00	1,100.00
12,440	cu. yds.	3"-0 Material in Base	3.25	40,430.00
2,910	cu. yds.	3/4"-0 Material in Base and Shoulders	3.50	10,185.00
340	M-Gal.	Sprinkling	3.00	1,020.00
1.68	miles	Preparation of Base	300.00	504.00
320	cu. yds.	3/4"-0 Material in Binder Course	5.00	1,600.00
50	tons	RC-3 Asphalt in Binder Course	42.00	2,100.00
6,420	tons	Class "B" Asphaltic Concrete	6.75	43,335.00
25	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	1,125.00
150	cu. yds.	Aggregate in Seal Coat	6.00	900.00
		Subtotal		$369,560.50
		10% Engr. & Cont.		36,956.05
		Total		$406,516.55

Length of Roadway	1.676 Miles
Cost Per Mile	$242,551.04

Type Code 6201
4-Lane Roadway (Sta. 66+00 to 82+00)

All Required		Clearing and Grubbing (12%)		$ 7,800.00
80	cu. yds.	Structural Excavation, Unclassified	$ 3.00	240.00
10	cu. yds.	Trench Excavation, Unclassified	3.00	30.00
576,760	cu. yds.	General Excavation, Unclassified	0.50	288,380.00

0.30	mile	Finishing Roadbed and Slopes	$800.00	$ 240.00
1,500	lin. ft.	Rounding Cutbanks	0.20	300.00
190	lin. ft.	24-inch Extra Strength, Corrugated Metal Pipe	6.50	1,235.00
10	only	Concrete Sight Posts	10.00	100.00
2,620	cu. yds.	3"-0 Material in Base	3.25	8,515.00
610	cu. yds.	3/4"-0 Material in Base and Shoulders	3.50	2,135.00
70	M-Gal.	Sprinkling	3.00	210.00
0.30	mile	Preparation of Base	300.00	90.00
70	cu. yds.	3/4"-0 Material in Binder Course	5.00	350.00
15	tons	MC-3 Asphalt in Binder Course	42.00	630.00
1,500	tons	Class "B" Asphaltic Concrete	6.75	10,125.00
10	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	450.00
50	cu. yds.	Aggregate in Seal Coat	6.00	300.00
			Subtotal	$321,130.00
			10% Engr. & Cont.	32,113.00
			Total	$353,243.00

Length of Roadway 0.303 mile
Cost Per Mile $116,581.84

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$ 52,413.35	$ 31,622.00	$ 20,791.35
3-Lane Roadway	406,516.55	245,259.00	161,257.55
4-Lane Roadway	353,243.00	213,119.00	140,124.00
	$812,172.90	$490,000.00	$322,172.90

Cross Referenced To:

FORM E-30 25M 9-51 82316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 17, 1952

SUBJECT: R/W Dept. 19231

To: Mr. A. J. Ford
District Maintenance Superintendent
Oregon State Highway Department
Eugene, Oregon

Dear Sir:

Mr. Morgan has forwarded to us your December 7th letter inquiring about permit provisions covering removal of timber from the Siuslaw Highway right-of-way by R & L Lumber Company Incorporated.

We are sending herewith a copy of the Timber Removal Permit covering this operation which was prepared in the Legal and Right-of-Way Department, however they failed to send copies to the field when this permit was executed. We are also sending a copy to the Division Office. Your copy is the only one with map attached since only one print is available.

The permit does not contain specific requirements for protection of traffic. However, Item 6 does provide that the cutting and removal of the timber "shall be subject to the direction and supervision of the State Highway Engineer or his duly authorized representative". If a flagman should be provided to safe-guard highway traffic, we believe you should notify the company accordingly, immediately.

Very truly yours,

L. A. Collier
Maintenance Engineer

By: L R Chandler

L. R. Chandler
Assistant Maintenance Engineer

JB:dk
Enclosure
cc F. D. Morgan - Enclosure
F. A. Query - Enclosure
W. W. Stiffler

NOTED
W. W. STIFFLER

FORM E 30X 25M 4 52 96808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
December 11, 1952

SUBJECT:

To: Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

The R & L Lumber Company of Cheshire was issued a permit by the Salem office to log the north side of the Siuslaw highway from the summit of the Low Pass westerly to the bottom of the hill between stations 1014 plus 70 to 108/plus 40, and they are now and have been for some time logging in that area. I mentioned this to you before and I do not have a copy of this sale of timber and Putnam advises that you didn't either.

The reason I am bringing this up is that I do not think that they are operating in a safe manner. They fall the trees on our 150 foot r/w without a flagman on the road and inasmuch as this ground is so steep I am afraid a log might fall on the highway. The foreman at Goldson advises that he has seen a log come down the hill and land near the top of the slope but so far none has come onto the road. I contacted this lumber company at their office at Cheshire and he states that no provision was made for flagging.

As I mentioned above I do not have a copy of this contract with the lumber company so I am in the dark as to what it contains and I do not know how to proceed. If the permit does not specify flagging, no doubt they are placed under heavy bond to protect them in the case of an accident, but that still doesn't protect the travelling public from our point of view. I wish I could be provided with a copy of this document so that I would at least know what course to follow.

Very truly yours,

A J Ford

A. J. Ford
Dist. Maint. Supt.

AJF:em

NOTED
W. W. STIFFLER

TIMBER REMOVAL PERMIT

19231

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Eleven Thousand Foud Hundred Forty-two and no/100 Dollars ($11,442.00), receipt of which is hereby acknowledged, the STATE OF OREGON, by and through its State Highway Commission, has granted and hereby grants unto R & L LUMBER CO., INC., a fixed term permit to enter upon and remove all merchantable timber, as hereinafter defined, standing, lying or being upon the following described parcel of land, to-wit:

> A strip of land 150 feet wide on the northerly side of the existing location of the Siuslaw Highway in the Northwest quarter of Southwest quarter (NW¼ SW¼), the Northeast quarter of Southwest quarter (NE¼ SW¼), the Southeast quarter of Southwest quarter (SE¼ SW¼) and the Northwest quarter of Southeast quarter (NW¼ SE¼), and the Southwest quarter of the Northeast quarter (SW¼ NE¼) of Section 12, Township 16 South, Range 7 West, W.M., in Lane County, Oregon

The said described strip of land is shown in red on the plat attached hereto and by this reference made a part hereof.

This permit is issued upon the following terms and conditions;

1. The term of this permit shall be for, during and until December 31, 1953, and thereupon shall automatically cease and terminate. No timber remaining on the premises after the said date, whether standing or fallen shall be removed by the Permittee herein.

2. Title to all timber, whether standing or fallen, shall remain in the State until removed from the premises hereinable described and shall not vest in the Permittee until completely removed from the premises.

3. State gives no guarantees, and makes no representations, either as to quantity or quality of the timber on the said premises. It is understood that Permittee has determined by inspection, survey, cruise or otherwise, the kind, quality and quantity of timber on the said property, and that in entering into this agreement does not rely upon any information obtained from or furnished by State, or any representative thereof, which it has not corroborated by its own investigation. Merchantable timber shall be defined as any log 16 feet or more in length that will meet the requirements of shingle or better grade for Cedar and No. 3 Mill or better grade for Douglas Fir, or any Douglas Fir veneer block 8 feet or more in length, all grade definitions to be those currently in use by the Columbia River Log Scaling and Grading Bureau; and no logs scaling less than 100 board feet shall be considered merchantable.

4. In the transportation of any and all timber described or referred to herein over State highways, Permittee shall conform to all of the rules and regulations which are made a part of log hauling permit or permits issued by the Public Utilities Commissioner.

5. Insofar as possible, transportation of all timber to a State highway shall be over existing roads or road connections with a State highway. In the event that it is necessary to construct new or additional roads to provide access to a public highway, such access roads must be approved as to location and type of construction by State Highway Engineer or his duly authorized representative before any construction is commenced. The Permittee shall remove mud from the wheels and tires of all vehicles transporting timber from the property herein described before entering upon any State highway so as to prevent the depositing of mud upon the traveled surface of the State highway. All vehicles and loads

transported on any public highway shall be subject to statutory requirements.

6. In cutting and removing said timber Permittee shall be subject to the direction and supervision of the State Highway Engineer or his duly authorized representative. The presence of the State Highway Engineer or his duly authorized representative, and any order or directions given shall in no event be construed as a basis for any liability on the part of State, State Highway Commission and members thereof, their officers, employees or agents. The presence of any employee or official of State shall be understood to be solely for the purpose of preserving State's interest in the property.

7. Permittee shall take adequate measures for the prevention and suppression of fire in the area of its operations in conformity with the Oregon Statutes and regulations promulgated by the State Forester and on file with the Secretary of State. The permittee shall at all times exercist due diligence in complying with such laws and regulations. The permittee shall exert every reasonable effort to suppress any fire which originates on or spreads to the area of its operations, regardless of origin. During any period of fire danger the Permittee will take such additional fire prevention measures, including stoppage of work, as may be necessary or required by State. The Permittee shall be responsible for the slashings created on the area of its operations by the logging operations of the Permittee and such slashings or other waste material shall be disposed of or otherwise deal with in accordance with the Oregon Statutes and regulations promulgated by the State Forester.

8. Permittee shall comply with all applicable State and Federal laws, rules and regulations pertaining to logging operations.

9. In its logging operations Permittee shall protect as fully as possible all young trees from damage.

10. This permit shall not be assigned in whole or in part by the Permittee without prior approval in writing of the State.

11. In the event that Permittee fails, neglects or refuses to comply with any of the terms of this agreement State shall have the authority to suspend operations of the Permittee immediately upon written notice. Upon failure to comply with any of the requirements of this permit after written notice has been addressed to Permittee, State may upon 30 days written notice terminate all rights of Permittee under this agreement and may recover any loss, injury or damage to State under the bond furnished to State as a part of this agreement.

12. To insure faithful performance of all of the terms and conditions herein contained and to protect the State against any loss or expense which it may sustain by reason of Permitee's activities in connection with this agreement. Permittee shall furnish a satisfactory penal bond issued by a surety company authorized to do business in the State of Oregon in the sum of One Thousand and no/100 Dollars ($1,000.00).

IN WITNESS WHEREOF, the Permittee and the Oregon State Highway Commission by its Right of Way Engineer, have executed these presents this 17 day of September, 1952.

OREGON STATE HIGHWAY COMMISSION
C. W. Enfield, Chief Counsel
By /s/ Forrest Cooper
Right of Way Engineer

R & L LUMBER CO., INC.
By /s/ J. C. Klein, Secretary
By ____________________
By ____________________

RECEIVED
OCT 20 1952
FOR FILING

FORM E-20X

BF-[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 17, 1952

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

The subcontract between the Natt McDougall Company and J. C. Compton Company, covering Items 21 to 32 inclusive, on the Low Pass Contract No. 3754, Ore. BF-188, is approved, and you may so inform the interested parties.

Four copies of the subcontract are being returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

RECEIVED
SEP 26 1952
LEGAL

REFERRED
TO
FOR
R. L. PORTER

19229

September 25, 1952

To [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing a copy of the Oregon District Land Office decision dated September 17, 1952 approving application, Oregon 02425, for appropriation of land in Lane County to be used as right of way for the Low Pass Section of the Siuslaw Highway, Federal Aid Project BF-188(3).

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

NOTED
D. DE MERSE

Oregon DF 199(3)

Land Office
Portland 18, Oregon
[illegible] 17, [illegible].

Oregon State Highway Commission
Decision

Highway Right-of-way
Oregon [illegible]

RIGHT-OF-WAY APPROVED.

Reference is made to application Oregon [illegible] of the Oregon State Highway Commission, which was filed June [illegible], [illegible], for a right-of-way under section 17 of the Federal Highway Act of November 9, 1921 (42 Stat. 216; 23 U.S.C., sec. 18), over revested Oregon and California railroad grant land described as the [illegible] sec. 11, T. 16 S., R. 7 W., W. M., Oregon, for construction of the Low Pass section of the Siuslaw highway, Oregon project [illegible](3), [illegible] File No. [illegible]. The application was accompanied by the necessary maps showing the location of the right-of-way and by stipulations regarding non-discrimination in the matter of employment in the construction of the highway.

The Bureau of Public Roads, U. S. Department of Commerce, has furnished a determination that the land is necessary for the purposes desired. A report of this Bureau is also favorable.

No objection appearing, pursuant to the above mentioned act and the regulations thereunder (43 CFR sec. [illegible] incl.), the requested right-of-way is approved, subject to valid existing rights, to the reservation for rights-of-way for canals and ditches constructed under authority of the United States, to the reservation to the United States of all fissionable source materials, in accordance with the provisions of the act of August 1, 1946 (60 Stat. 755; 42 U.S.C. sec. 1811), to the stipulation that the State shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin and shall require an identical provision to be included in all subcontracts, and to the stipulation that the State will abide by existing and future regulations issued by the Secretary of the Interior pertaining to watershed protection, stream flow regulations, and observe conservation measures as set forth in the act of August 28, 1937 (50 Stat. 874).

A map showing the location of the right-of-way and a copy hereof will be retained for the files of this office. A duplicate map and a copy hereof will be forwarded to the Office of the Director of this Bureau in Washington, D. C. Five copies hereof will be forwarded to the Bureau of Public Roads, which agency will advise the State of the action taken.

Manager.

cc: Director (with map)
[illegible]
BPR (5)
[illegible], Eugene

RECEIVED
AUG 6 1952
FOR FILING

[illegible]

3754

August 6, 1952

Natt McDougall Company
824 Pittock Block
Portland 5, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3754, which was awarded to you on July 10, 1952 by the State Highway Commission covering grading and paving on the Low Pass Section of the Siuslaw Highway in Lane County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-6-52
rn

RECEIVED
AUG 6 1952
FOR FILING

[illegible]

3754

August 4, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 30, 1952, on Contract No. 3754, Low Pass Section, in connection with Federal Aid Project No. BF-188 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:mlr

ANGUS GIBSON
[illegible]
JUNCTION CITY, OREGON

RECEIVED

FOR FILING

STATE OF OREGON
SENATE CHAMBER
SALEM

COMMITTEES
CHAIRMAN: ELECTIONS AND PRIVILEGES
VICE CHAIRMAN: COUNTY AFFAIRS
MEMBER: FORESTRY AND FOREST PRODUCTS
INSURANCE
ROADS AND HIGHWAYS
WAYS AND MEANS

July 22, 1952

Mr. R. H. Baldock
State Highway Engineer
Capitol Building
Salem, Oregon

Dear Mr. Baldock,

On behalf of Julius Hult and myself I want to thank the Highway Commissioners and their chairman, Mr. Chandler, for their consideration on the very fine improvement on Low Pass hill.

We want to assure you that this community and the folks at Horton and Blachly were highly elated when the contract was let. Some of the older people had given up hope after so many years, but now they are getting a much better highway than they ever anticipated.

So I want to express to the Highway Commisioners and to you our sincere appreciation for a job well done.

Sincerely yours,

Angus Gibson

Angus Gibson

P. S. I would like to hear more about your trip to Europe sometime.

AG/m

RECEIVED
JUL 23 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

Natt McDougall Company
[illegible]4 Pittock Block
Portland, Oregon

Gentlemen:

The State Highway Commission on July 10, 1952 awarded to you State Highway Contract No. 3754 for furnishing crushed material in stockpile on the Low Pass Section of the Siuslaw Highway in Lane County. This award was based on your bid of $753,5[illegible]0.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mhr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa

RECEIVED
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BF-188(3), Low Pass Section, Siuslaw Highway, to Natt McDougal Co., Portland, Oregon, low bidder in the amount of $753,510.00 at the July 10, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUL 21 1952
FOR FILING

Cross Referred To:

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISTER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

3754

July 3, 1952

Indexed
Alphabetically

Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Chas. H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland, Oregon

NOTED
W. C. WILLIAMS

Re: File No. 19231-R & L Lumber Co.
Low Pass Section, Siuslaw Hwy.

Gentlemen:

In acquiring right of way for the Low Pass Section in Lane County, it was necessary to acquire a very substantial area of land (3[illegible].5 acres) from the R & L Lumber Company. The problem of right of way acquisition was complicated by the fact that at the summit of the mountain (Station 80) the lumber company has a roadway leading southerly from the existing highway and as the new highway at that point is in a cut in excess of 100 feet, it is not feasible to make a connection at this point.

The logging road to which I refer is a rocked all-weather road. In order to provide the owners with an adequate road to serve the same area it would be necessary to construct a somewhat lengthy alternate roadway, the cost of which has not been determined with great accuracy, however, it would undoubtedly run $10,000.00 or $15,000.00.

The lumber company has proposed an alternate; that we pay to them the sum of $2,000.00, for which sum they will relieve the State of any obligation with respect to roads. As a part of the transaction, the State is to sell to the lumber company the merchantable timber on that portion of the right of way of the Siuslaw Highway lying northerly from the existing center line. It is estimated that there is approximately 400,000 board feet of timber involved, which timber is almost entirely Douglas Fir, with about 1% of Red Cedar. The firm of Bigley & Faiss Foresters, give as their opinion of the value of the timber the sum of $21.50 per thousand for the Douglas

Fir and $8.75 for the Red Cedar. There is also a trivial amount of Hemlock and White Fir which has a value of $5.00 per thousand. The Lumber company has agreed to pay the sum of $20.00 per thousand for all timber involved, payment to be made on State cruise. The return from the timber sale would be in the vicinity of $8,000.00 to $8,500.00.

There is always the possibility that someone might criticise the State for selling timber without taking public bids and it is for this reason that I call this transaction to your attention. A study of all of the factors involved in this acquisition indicates that a substantial saving can be made if the timber can be sold as outlined above. I recommend that we proceed on this basis.

Very truly yours,

C. W. ENFIELD
Chief Counsel

Forrest Cooper
By:
Forrest Cooper
Right of Way Engineer

FC:rmw

cc: W. C. Williams ✓
H. B. Glaisyer
C. W. Enfield

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-188(3), Low Pass Section of the Siuslaw Highway in Lane County have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 3 1952
FOR FILING

137 [illegible]

[illegible]34

Cross Referenced To:
Adm
U.S. [illegible]
Dept of [illegible]

[illegible], 1952

Oregon State Highway Commission

Gentlemen:

I attach hereto a sketch map indicating relocation of the Low Pass Section of the Siuslaw Highway. The length of the relocated line is 2.54 miles and effects a saving of 1.6 miles over the length of the existing highway.

The original reconnaissance estimate indicated that the cost of the new line would be approximately $600,000, but, owing to the heavy climb from each side to the summit, we have decided that truck climbing lanes should be provided as there is heavy log haul traffic. The estimated cost of the project now is $8[illegible],000. We have made every effort to decrease the cost and can not get any lower than the above amount and provide adequate alignment and roadway width, plus the very necessary climbing lanes.

This matter will be on the next agenda, and I recommend your approval of the survey as now completed. With your approval of the estimate as of now, we plan to call bids for this section at the July meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

WCW:ms 1g
cc Mr. H. G. Smith

RESOLUTION

WHEREAS, the Commission heretofore authorized and directed the Engineer to make a complete and final survey of the route and location of the Low Pass Section of the Siuslaw Highway in Lane County and in connection therewith to prepare a map showing the route and location of said section of highway and file said report and record with the Commission for consideration; and,

WHEREAS, the Engineer has reported that he has completed said survey and has submitted the same for the approval or disapproval of the Commission; and,

WHEREAS, after due consideration of said survey, field notes, maps and other engineering data, it is the judgment of the Commission that the same should be approved and filed.

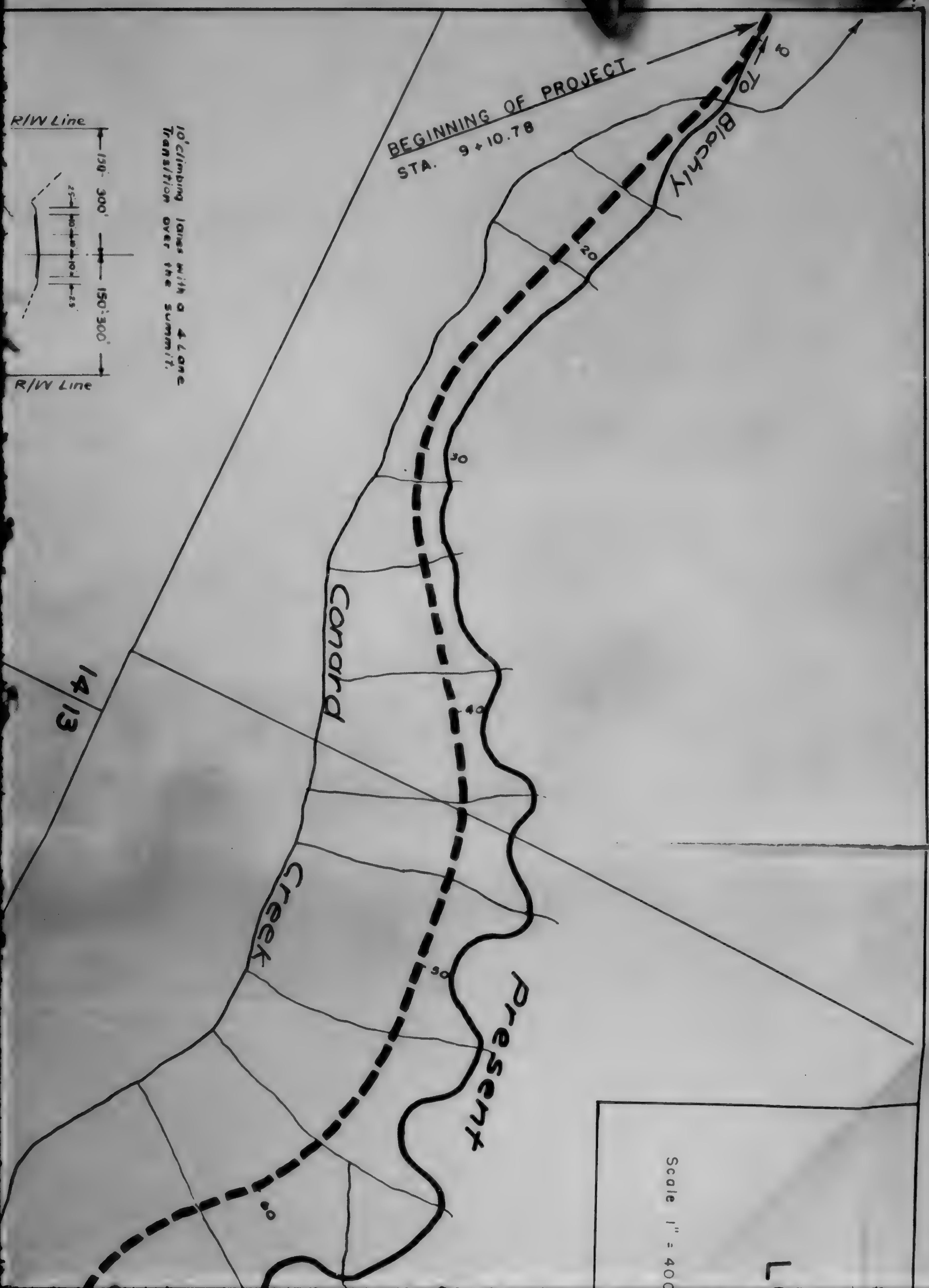
NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, all members being present and affirmatively voting as follows:

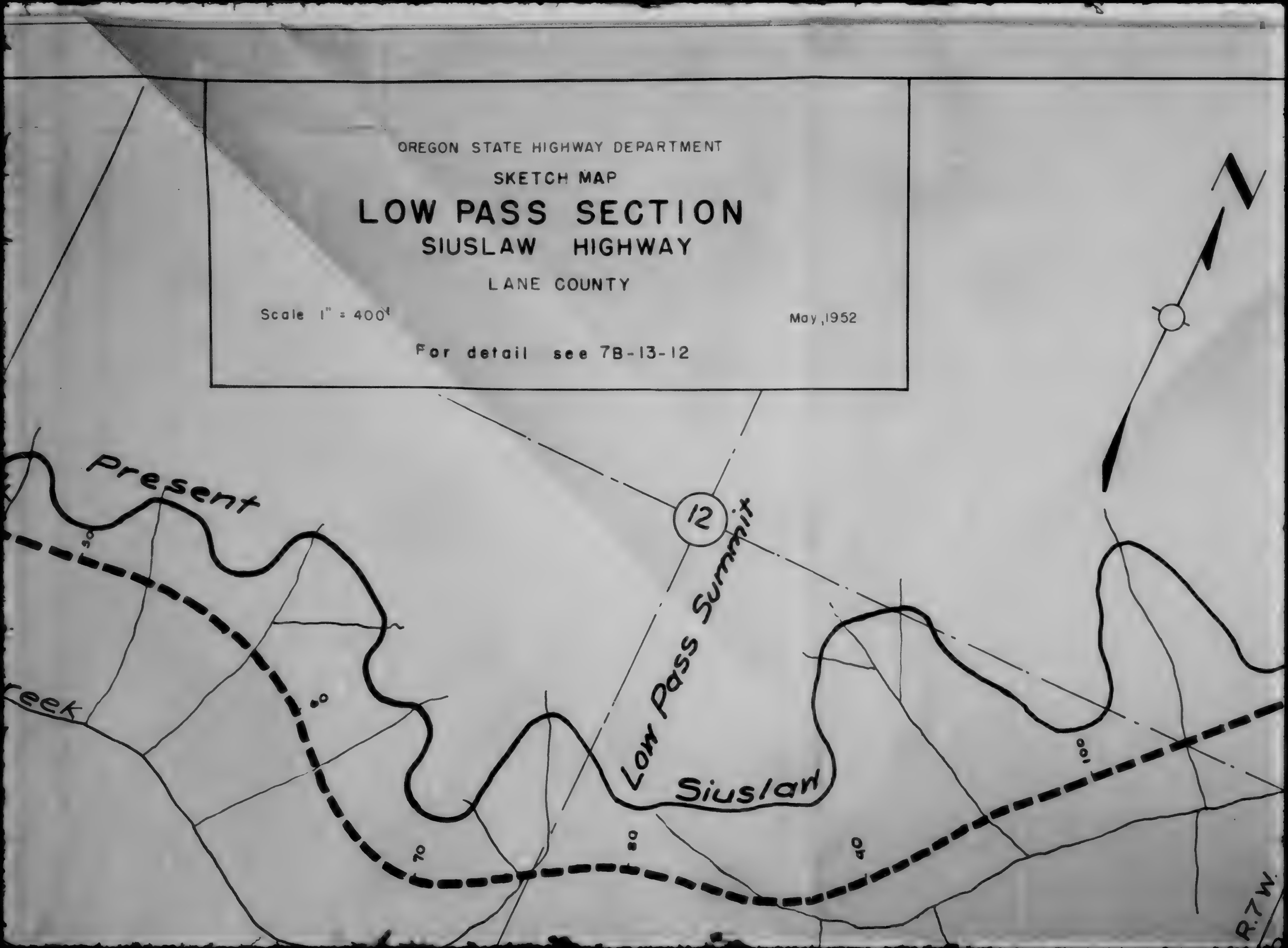
1. That the survey of the Low Pass Section of the Siuslaw Highway, begining at Engineer's Station 9+1078 near the crossing of Blachly Creek and extending westerly to Engineer's Station 143+31.43 on the easterly side of Low Pass Summit, together with a map which for identification purposes bears Map File No. 7B-13-12 and the date of May, 1952, field notes and other engineering data submitted by the Engineer hereby are approved and the Engineer is directed to file and preserve the same in the records and files of the Commission at Salem, Oregon.

2. That when said section of said highway is permanently constructed the same shall be done in accordance with said survey and location unless otherwise directed or ordered by the Commission.

3. That the approval and adoption of said survey shall constitute and be deemed instructions to the Engineer to prepare and make available to the Legal and Right of Way Departments all necessary descriptions and other required data of real properties needed for and in connection with the construction, reconstruction, or improvement of a highway along and over said survey. Said approval and adoption shall also be deemed and constituted as instructions to the Legal and Right of Way Departments to proceed promptly with the acquisition of rights of way pursuant to the normal and approved method.

4. That this resolution be entered in the minutes and records of the Commission as of the 26th day of May, 1952.


BEGINNING OF PROJECT
STA. 9+10.78
℄ To Blachly
R/W Line
150'-300'
150'-300'
R/W Line
10' climbing lanes with a 4 Lane Transition over the summit.
20
30
40
50
60
Canard
Creek
Present
14/13
Scale 1" = 400



OREGON STATE HIGHWAY DEPARTMENT

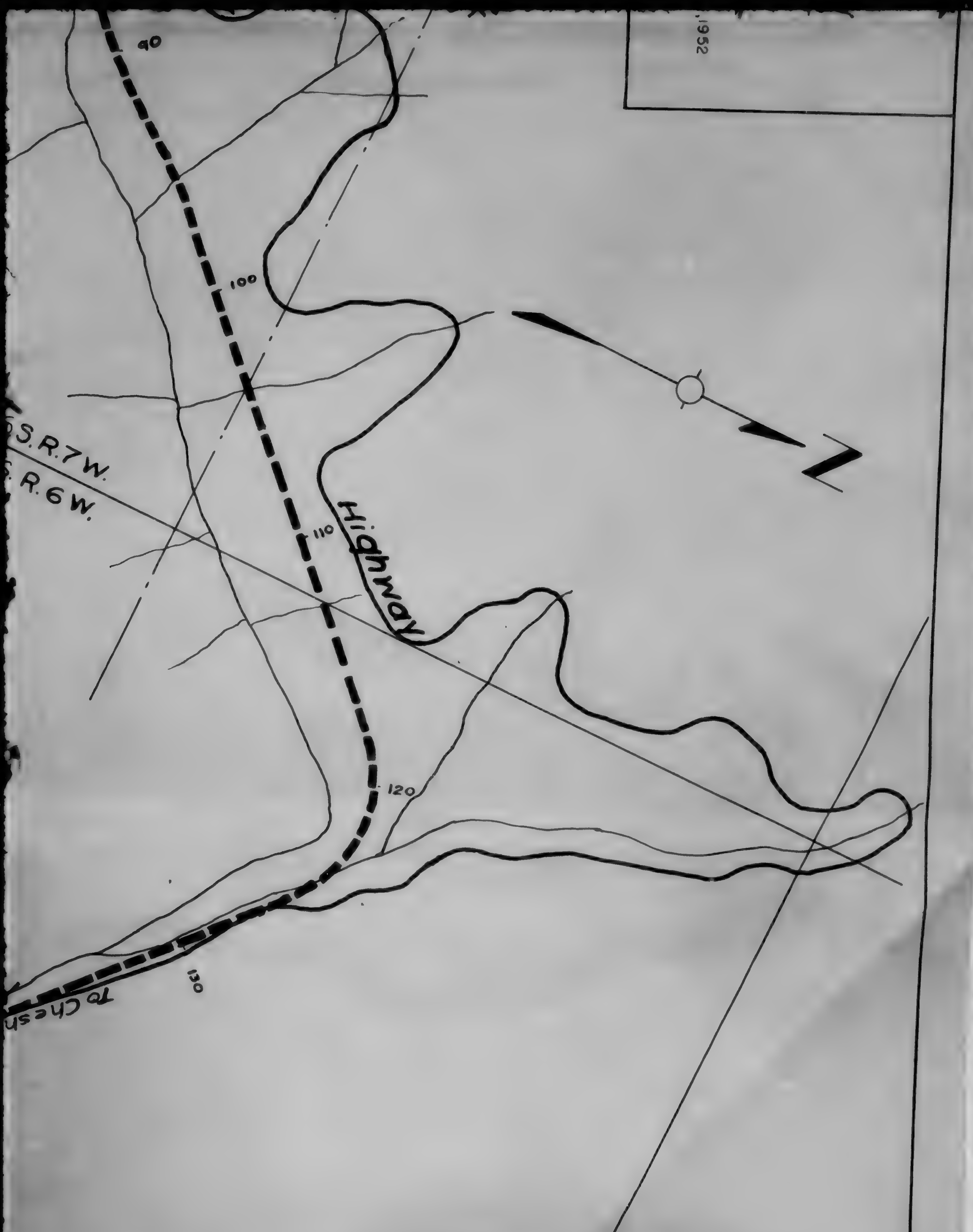
SKETCH MAP

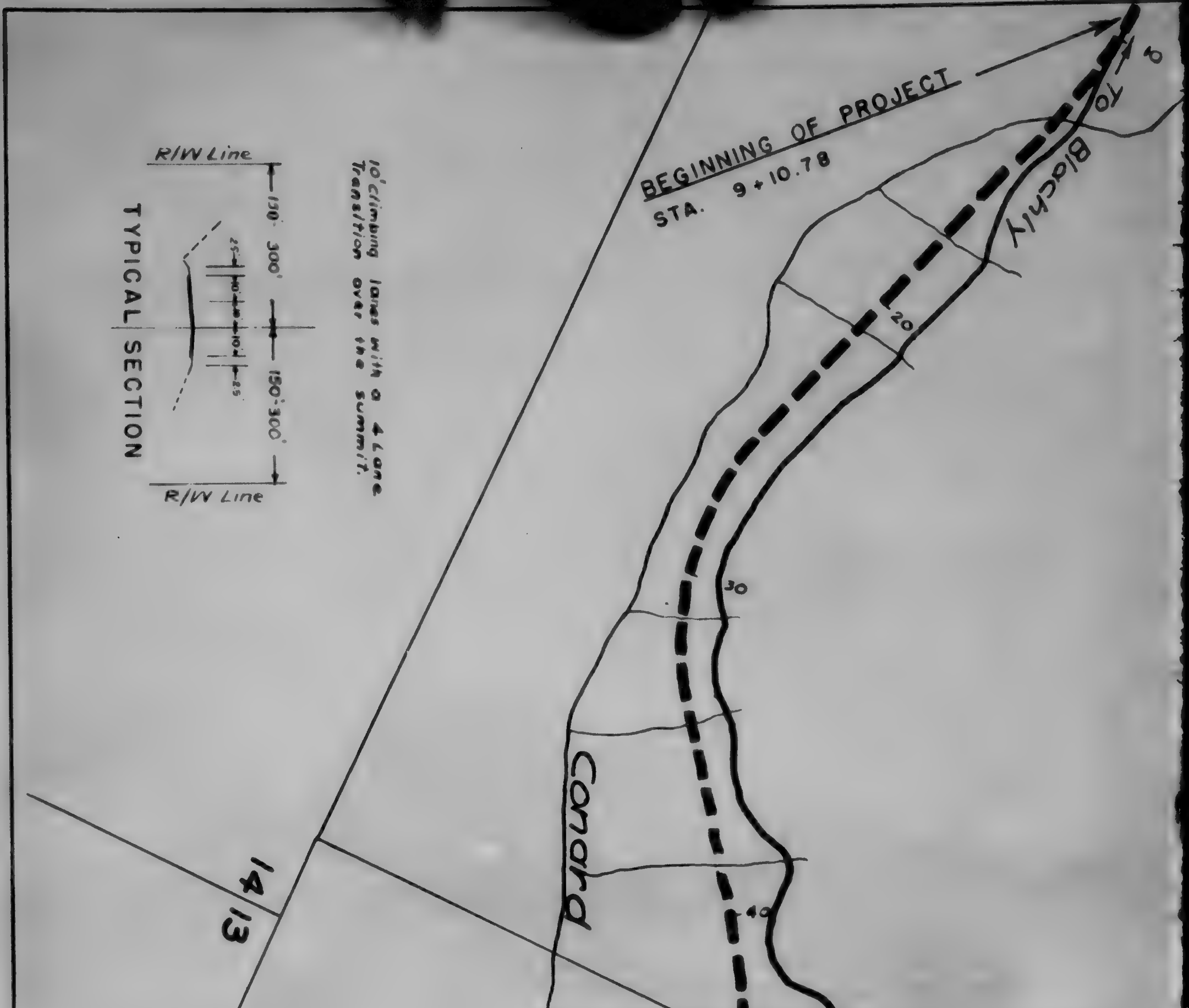
LOW PASS SECTION
SIUSLAW HIGHWAY

LANE COUNTY

Scale 1" = 400' May, 1952

For detail see 7B-13-12


1952
90
100
110
120
130
Highway
S.R.7W.
R.6W.
N
To Chesn


BEGINNING OF PROJECT
STA. 9 + 10.78
To Blachly
℄
20
30
40
50
60
Conard Creek
Present
14
13
R/W Line
150'-300'
10'
10'
25'
25'
150'-300'
R/W Line
TYPICAL SECTION
10' climbing lanes with a 4 Lane Transition over the summit.
Scale 1" = 400

LOW PASS SECTION

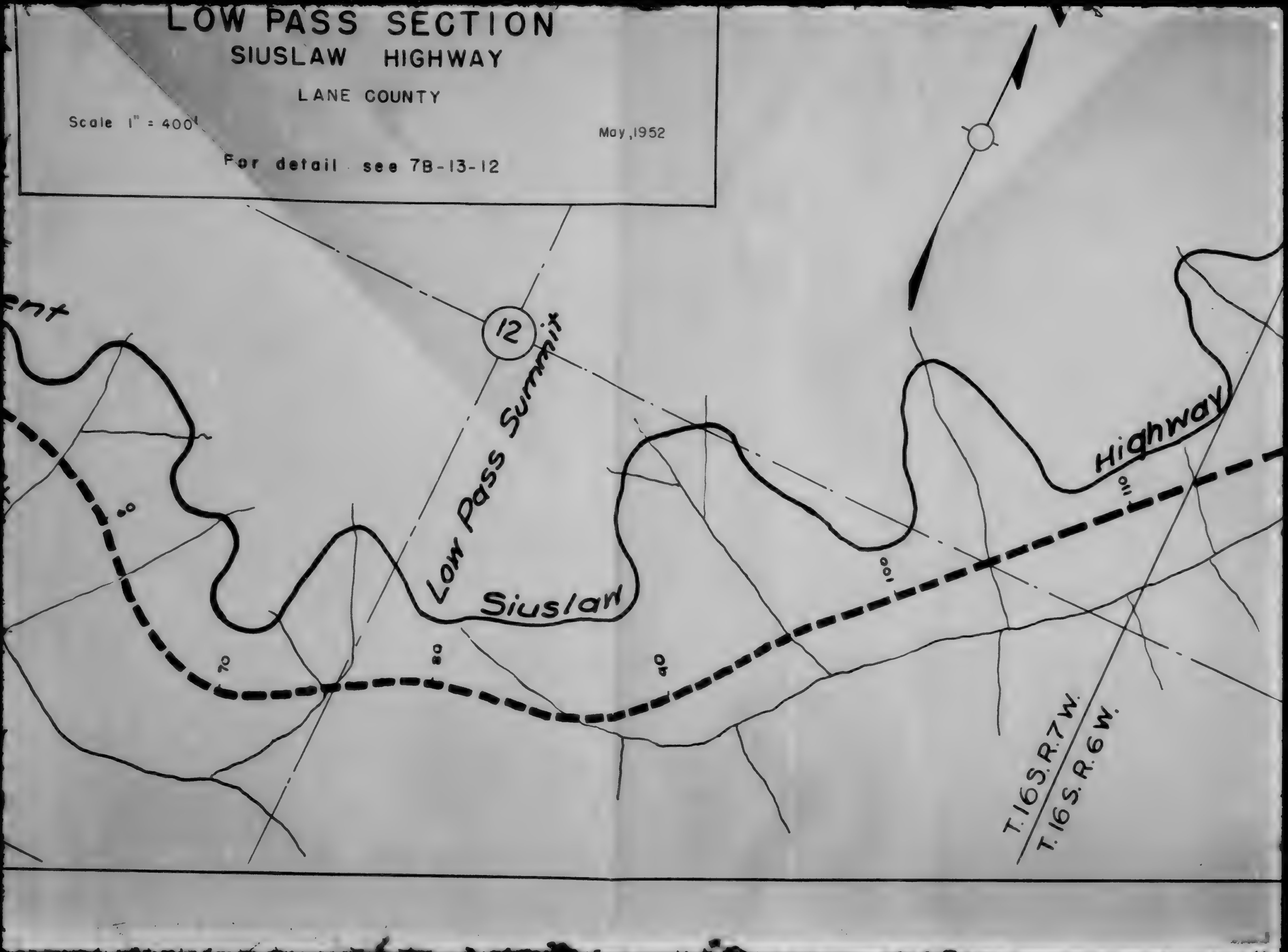
SIUSLAW HIGHWAY

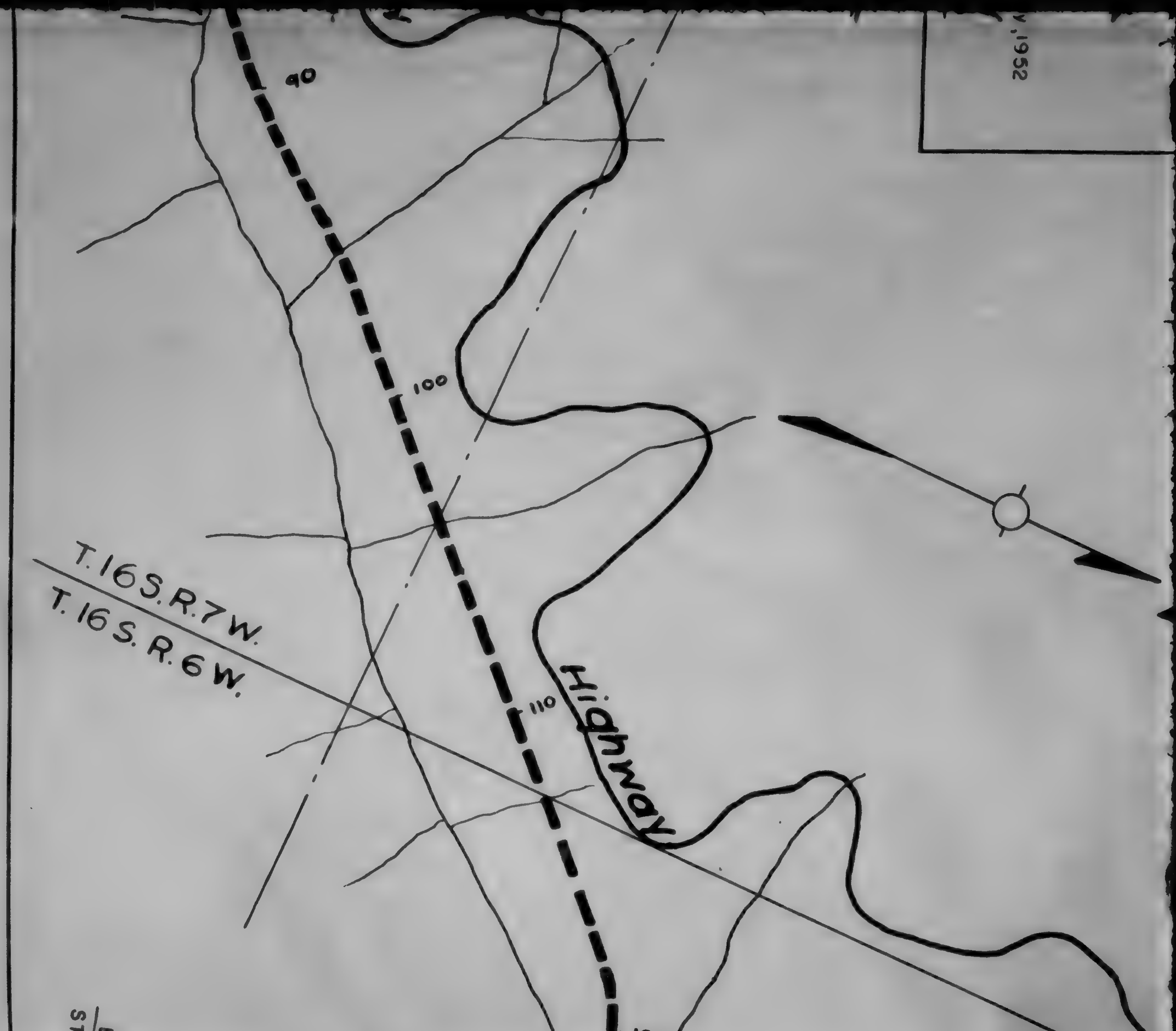
LANE COUNTY

Scale 1" = 400'

May, 1952

For detail see 7B-13-12





Y, 1952
90
100
110
120
130
T. 16 S. R. 7 W.
T. 16 S. R. 6 W.
Highway
To Cheshire
END OF PROJECT
STA. 143 + 31.43

RECEIVED
FOR FILING

[illegible]ed to:
adm
U.S. Gov't
Dept. of Agri
Forest Service

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
NORTH PACIFIC REGION

ADDRESS REPLY TO
REGIONAL FORESTER
AND REFER TO

BOX 4137
POST OFFICE BUILDING
PORTLAND, OREGON

E
ROADS & TRAILS - Siuslaw
Oregon
Siuslaw F.H.

May 7, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

Reference is made to Mr. Williams' letter of May 5.

Any national-forest land in the vicinity of Blachly would be a part of the Siuslaw National Forest. The supervisor's headquarters for this forest are in Corvallis. A copy of your letter will be forwarded to the supervisor so that he will have advance information about your plans.

The improvement that you have in mind for the Siuslaw Highway appears to be a very worth-while project.

Very truly yours,

J. HERBERT STONE, Regional Forester

R. F. Grefe

By: R. F. GREFE, Acting

RECEIVED
MAY 8 1952
OFFICE OF
STATE HIGHWAY ENGINEER

MAY [illegible] 1952
FOR FILING

May 5, 1952

Mr. J. Herbert Stone
Regional Forester
P. O. Box 4137
Portland, Oregon

Dear Sir:

We are making a relocation of the Siuslaw Highway to reduce the grades over the Low Pass route about three miles east of Blachly and to provide climbing lanes for the log trucks. This relocation involves a small amount of national forest land.

It is my understanding that this is a very small tract with very little timber. Therefore, I have asked our division engineer to discuss the removal of the timber with your district forester in Eugene.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:ar lg

cc Mr. H. G. Smith

RECEIVED
JAN 2 1963
FOR FILING

Soil Exp. [illegible] No. 2 [illegible]

SOIL EXPLORATION LOG LOW PASS SUMMIT

ONE HOLE ONLY -- 30' Rt. Sta. 80+50

0'- 18' Overburden
18'- 39' Sandy clays (shale)
39'- 52' Hard, indurated shale
52'- 96' Sandy clay shale   Water at 90' level
96'- 100' Clay
100'- 105' Hard shale
105'- 160' Shales.

Formation is alternate sands tones and shales. Drilling moderately hard because of abrasive character of material and high compaction factor. Hard drilling through indurated shale zone. Boulder or concretion encounter at 137' and 149'

Date of Report 3/28/52

RECEIVED
FOR FILING

24 11. (2)

3154

3172

Indexed
Alphabetically
Hoover, Dave

February 7, 1952

Mr. Dave Hoover
Rocky Ripple Ranch
Deadwood, Oregon

Dear Sir:

The State Highway Commission has allocated $500,000 in bond funds for the reconstruction of the Low Pass Section on the Siuslaw Highway, and a survey is being made. The length of this section is 2.4 miles, which will effect a saving of more than one mile over the present highway distance. It is anticipated that the contract can be awarded as soon as the survey is finished and right of way has been obtained.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR WCW:me

cc Mr. H. G. Smith

ASSIGNMENT

February 5, 1952

No. 3172
By

Description: Letter of January 29 by Dave Hoover asking about any plans for improvement of Highway 36 between Florence and Eugene

Acknowledged by _____ Referred to __Smith ✓_________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxxx Return with rough draft of reply
Please prepare for __________________ signature

Assignment executed 2-8-52 Report received ________

Remarks: (Assignment made in Mr. Williams' absence.)
M.E.

ROCKY RIPPLE RANCH
DEADWOOD, OREGON

January 29, 1952.

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Ore.

Dear Mr. Baldock:

There have been many rumors in this locality to the effect that certain funds have been appropriated for the improvement of Highway 36, between Florence and Eugene.

The residents of Western Lane County are displaying great interest in this matter though no one seems to know for certain what steps have been taken or what plans have materialized.

As Chairman of the Lake Creek Farm Bureau Center I have been requested to ascertain the truth or falsity of the above mentioned rumors. I am therefore requesting that you forward me such information as you may have at your disposal relative to the improvement of Highway 36.

Sincerely yours,

RECEIVED
JUL 2 6 1951
FOR FILING

[illegible]

[illegible]

July 25, 1951

Mr. Gus Carlson
Room 211
Eugene Hotel
Eugene, Oregon

Dear Gus:

I have just received your letter of July 23, 1951 requesting information concerning the "Low Pass Route."

Siuslaw Hwy.
between cheshire
and Greenleaf.

It is true that a reconnaissance survey of the route has been made, but it cannot be released until it has been reported to the State Highway Commission. Just when the Engineer will render the report, I am not in a position to say. I am sorry that I cannot accommodate you at this time.

~~We~~ I will be looking forward to your next visit and will be pleased to take a few minutes out at that time for coffee or something.

Best regards,

Sincerely yours,

Siuslaw
greenleaf
cheshire

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

7/23-51
Eugene, Oregon

Dear Kent.

Appreciate your prompt reply very much, it was here upon my arrival ~~here~~ today.

Understand local interests here are now working on a route known as the "Low Pass Route"

Am wondering if a map of the "Low Pass Route" is available at this time. If so would appreciate a copy including reports connected therewith.

Please advise me at this address, Will be here until Friday Eve.

Kindest regards, will see you at coffee time soon.

Gus

211 Eugene Hotel
Eugene, Oregon

P.S. The "Low Pass route" is over the Coast Range.

ANSWERED
H. B. GLAISYER

RECEIVED
JAN 2 1963
FOR FILING

[illegible]134

[illegible]
[illegible]
[illegible] PASS [illegible] HIGHWAY
[illegible] COUNTY - OREGON.

J.F.[illegible],
Locating [illegible],

May,195[illegible]

In accordance with letter of [illegible] dated May 1[illegible]th,1[illegible]60, an estimate of the cost of construction to revise the Low Pass section of the Siuslaw Highway is submitted.
This section starts at mile post [illegible] and ends at mile post 50.33.

In 1919 the writer made a reconnaissance survey from Eugene to Mapleton. The route via the [illegible] was included in the report of that reconnaissance. Consequently the field work [illegible] consists of a chain compass line run in 1919. One day was spent recently looking over the country [illegible] regarding clearing and grubbing, right of way, etc.

The present highway, both to the west and to the east of the Low Pass Summit, is very crooked and is on six per cent grade. It appears out of the question to consider straightening it on its existing route as the distance would be decreased too much

From the [illegible] line notes of 1919 a contour working map, on scale one inch equals [illegible] feet, was prepared. The shortest and straightest line is one that requires a tunnel. Due to the present day objections to a highway tunnel and to the present day high prices of concrete lining, estimate has also been made for a line with a through cut approximately 1[illegible] feet deep at its highest point. On this latter route the line passes through the ridge on a ten degree curve. The large fill at mile one could be decreased by throwing the line further up hill at this point and a [illegible] ft. tunnel put in at the top of the ridge. The cost of construction would be about the same and as a tunnel on a ten degree curve is objectionable no detailed estimate was made.

The cuts on the present highway show the exposed material to be decomposed rock with rock ledges in places. The estimate for the tunnel includes lining.
The through cut has been estimated as unclassified material with one to one slopes. It will require test holes to determine what the material really is.

These reconnaissance estimates were made for a Class C highway of [illegible] feet roadbed at subgrade. The maximum degree of curve is ten degrees. The maximum grade is six per cent.

[illegible] HIGHWAY. May 1950.

Following is the estimate of the cost of construction of the line with the [illegible] ft. tunnel :-

	Mile 1	Mile 1.0 to 2.372
Clearing and grubbing	7,500	10,500
Excavation, common .25 cu.yd.	[illegible]	———
Excavation, unclassified .40 cu.yd.	[illegible]	[illegible]
Excavation, structural 1.00 cu.yd.	1,[illegible]	1,600
Overhaul .03 cu.yd.sta.	5,000	1,500
Truckhaul .15 cu.yd.mile	2,250	3,750
Round cut banks .15 lin.ft.	[illegible]	825
Finishing [illegible] mile	500	626
18" pipe 3.00 lin.ft.	1,520	810
24" pipe 5.00 lin.ft.	4,200	250
36" pipe 10.00 lin.ft.	———	6,000
42" pipe 11.50 lin.ft.	1,050	7,500
Fence [illegible] mile	1,[illegible]	[illegible],375
Surfacing [illegible] mile	[illegible]	4[illegible],750
Tunnel [illegible] lin.ft.	———	[illegible],000
Right of way	[illegible]	720
[illegible]	[illegible]	[illegible]
Total	[illegible],585	566,[illegible]
+10%	[illegible],660	56,653
Total	75,255	[illegible]23,509

Total from mile 0 to mile 2.372 ——— $720,847

Clearing and grubbing	$ 10,000
Excavation, common 12,000 cu.yds. at 0.25	3,000
Excavation, unclassified [illegible] cu.yds. at 0.40	100,[illegible]
Excavation, structural 1,[illegible] cu.yds at 1.00	1,[illegible]
Overhaul [illegible] cu.yd.sta. at 0.03	4,500
Truckhaul 82,000 cu.yd. mile at 0.15	12,300
Round cut banks 9,000 lin.ft. at 0.15	1,350
Finishing 2.25 miles at 500.00	1,[illegible]
18" pipe 710 lin.ft. at 3.00	2,130
24" pipe 890 lin.ft. at 5.00	4,450
36" pipe 300 lin.ft. at 10.00	3,000
42" pipe [illegible] lin.ft. at 11.50	[illegible]
Fence 2.25 miles at 1900.00	4,[illegible]
Surfacing 2.25 miles at 35,000.00	78,750
Tunnel 700 lin.ft. at 600.00	4[illegible]0,000
Right of way	1,[illegible]
Total	[illegible],140
+10%	[illegible]
Total	[illegible]

[illegible] SURVEY-LOW PASS SECTION OF THE [illegible] HIGHWAY. May 1950.

Following is the estimate of the cost of construction of the line with a through cut at the summit:-

	Mile 1	Mile 1.0 to 2.366
Clearing and grubbing	7,500	10,500
Excavation, common .15 cu.yd.	3,000	——
Excavation, unclassified .4[illegible] cu.yd.	10,350	342,000
Excavation, structural 2.00 cu.yd.	1,600	1,600
Overhaul .02 cu.yd.sta.	240	6,000
Truckhaul .15 cu.yd.mile	18,000	27,000
Round cut banks .15 lin.ft.	360	1,110
Finishing 500 mile	500	685
18" pipe 3.00 lin.ft.	900	720
24" pipe 5.00 lin.ft.	5,000	3,150
36" pipe 10.00 lin.ft.	——	3,100
48" pipe 15.00 lin.ft.	1,050	4,500
Fence 1900 mile	1,900	2,584
Surfacing [illegible] mile	35,000	47,[illegible]
Right of way	500	750
Degrees central angle	15[illegible]	365
Total	86,000	451,509
+10%	8,600	45,151
Total	94,600	496,660

Total from mile 0 to mile 2.3[illegible] ———————— $591,200

Clearing and grubbing ————————	$ 18,000
Excavation, common [illegible] cu.yds. at 0.15 ————————	3,000
Excavation, unclassified [illegible] cu.yds. at 0.45 ————————	352,350
Excavation, structural 1,600 cu.yds. at 2.00 ————————	3,200
Overhaul [illegible] cu.yd.sta. at 0.02 ————————	6,240
Truckhaul [illegible] cu.yd.mile at 0.15 ————————	45,000
Round cut banks [illegible] lin.ft. at 0.15 ————————	1,470
Finishing 2.37 miles at 500.00 ————————	1,185
18" pipe 540 lin.ft. at 3.00 ————————	1,620
24" pipe 1,630 lin.feet at 5.00 ————————	8,150
36" pipe 310 lin.ft. at 10.00 ————————	3,100
48" pipe 370 lin.ft. at 15.00 ————————	5,550
Fence 2.36 miles at 1900.00 ————————	4,484
Surfacing 2.366 miles at 35,000.00 ————————	82,810
Right of way ————————	1,[illegible]
Total	$[illegible]
+10%	[illegible]
Total	[illegible]

RECONNAISSANCE SURVEY-LOS [illegible] SECTION [illegible] [illegible],1950.

Following is a table of [illegible] information of [illegible] two routes and of the existing [illegible] Highway from mile post [illegible].84 to mile post 51.53.

	With 900ft. Tunnel	With Through cut	Existing Highway
Actual length in miles	2.572	2.566	3.650
Estimated cost of construction	$720,643	$591,280	—
Degrees central angle curvature	334	528	4,501
Total number of curves	9	11	78
Maximum degree of curve	10 deg	10 deg.	57 deg.
Number of maximum curves	8	6	13-56 deg. curves
Maximum central angle in one curve	31 deg.	100 deg.	193 deg.
Maximum grade	6%	6%	6%
Length of grade 5% or over	31 sta.	89 sta.	142 sta.
Total length 6% grade	44 sta	69 sta.	134 sta.
Highest grade elevation	967	990	1174
Total rise to east	242 ft.	265 ft.	450 ft.
Total fall to east	307 ft.	330 ft.	517 ft.
Rise and fall on grade 5% or over	209 ft.	295 ft.	461 ft.

The line with the through cut has more curvature than the tunnel line but the estimated cost of construction is $129,383 less.

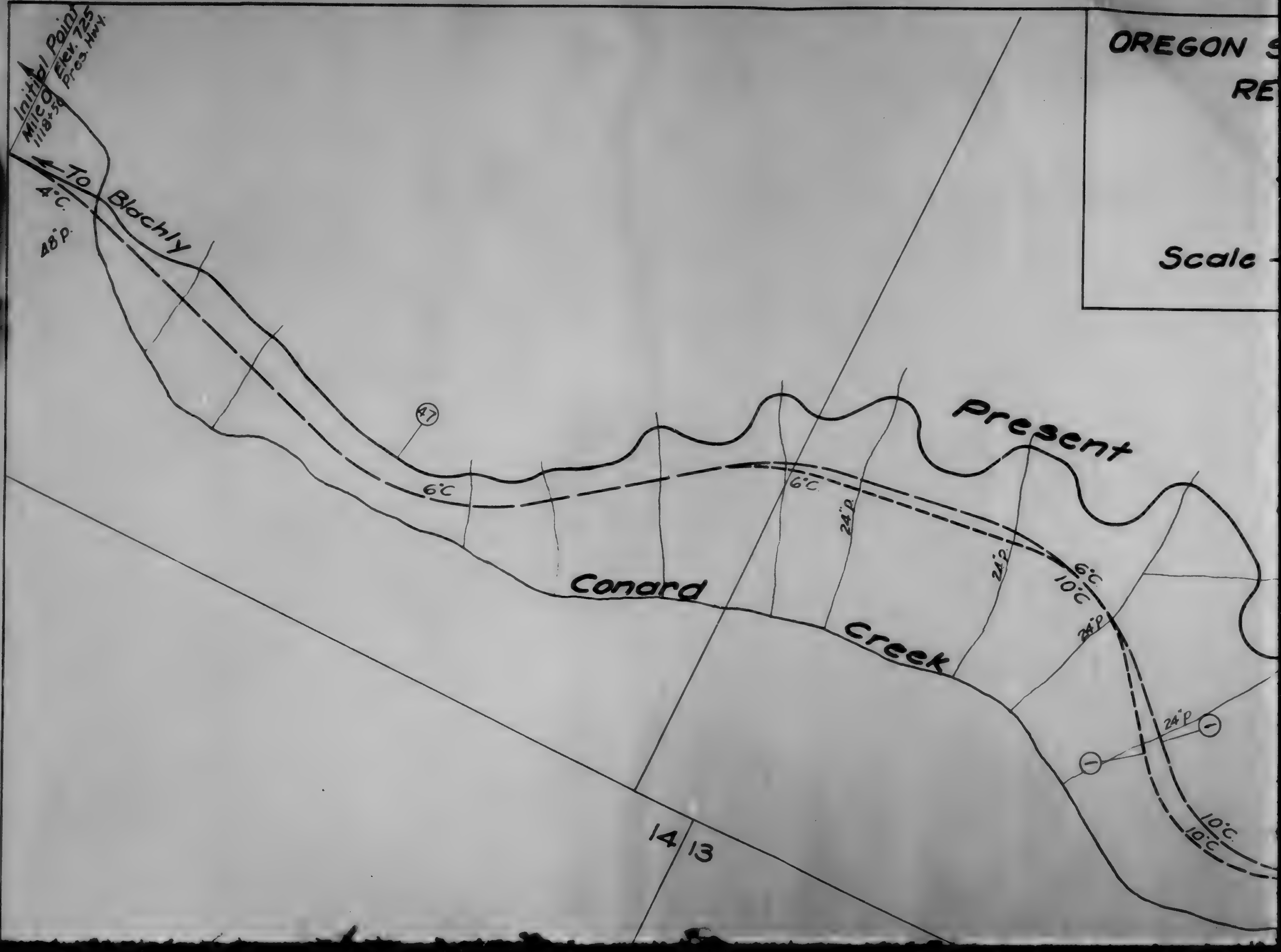
The following prints accompany this report :-

1- Map of lines on scale one inch equals 400 feet.

2- Profiles of the two routes.

Respectfully submitted,

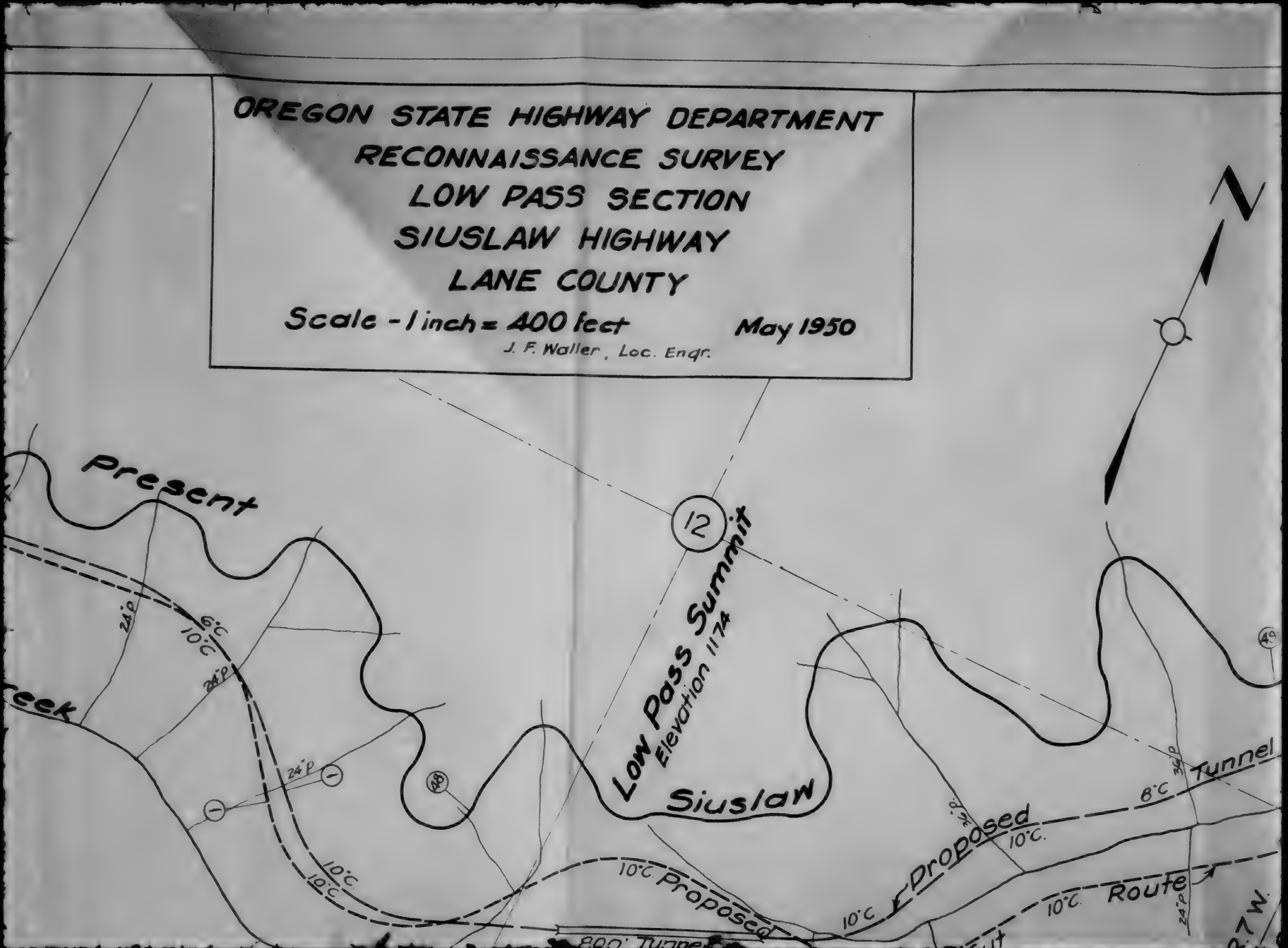
J.F.Waller, Locating Engineer.



OREGON S

RE

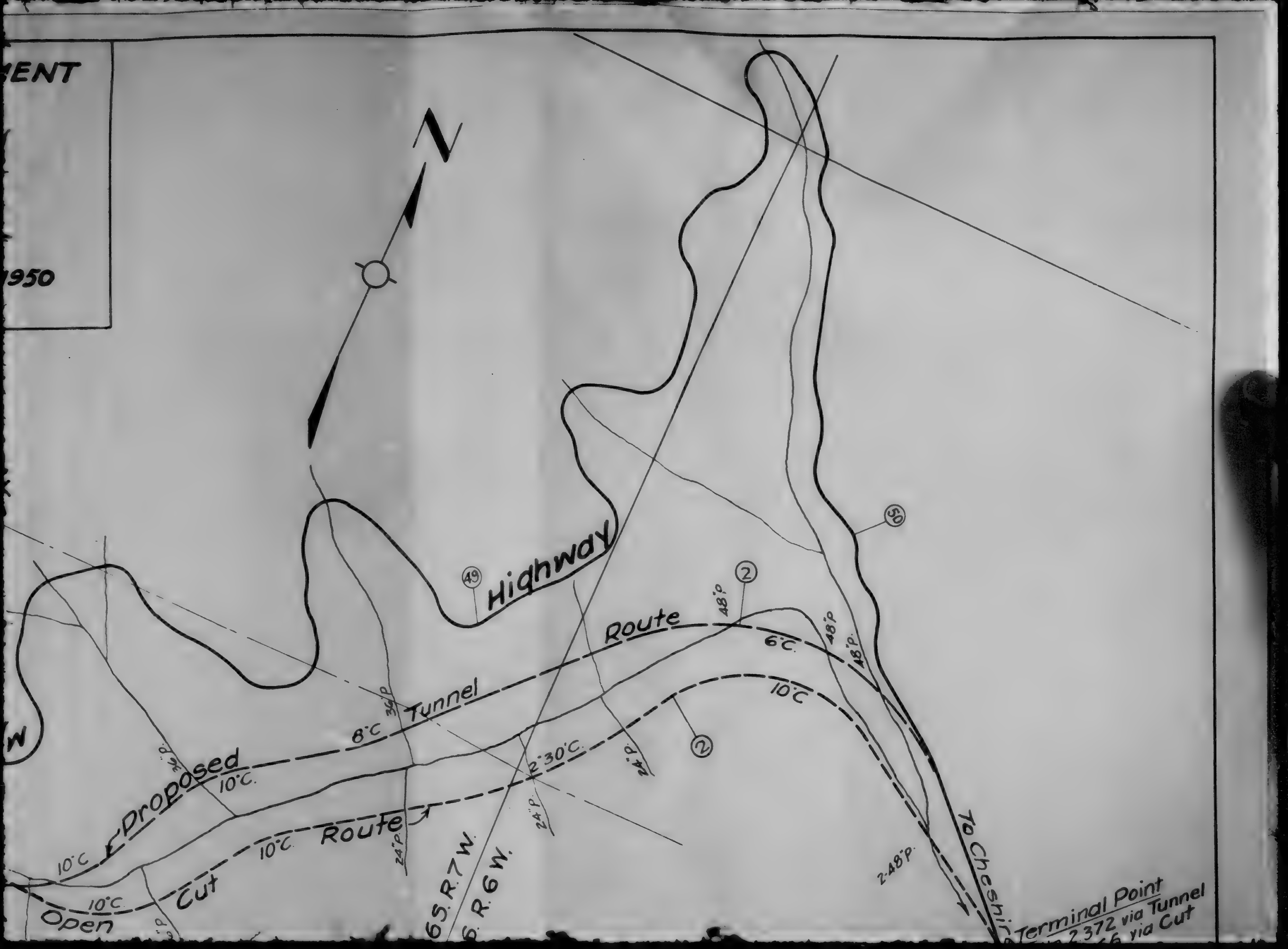
Scale -

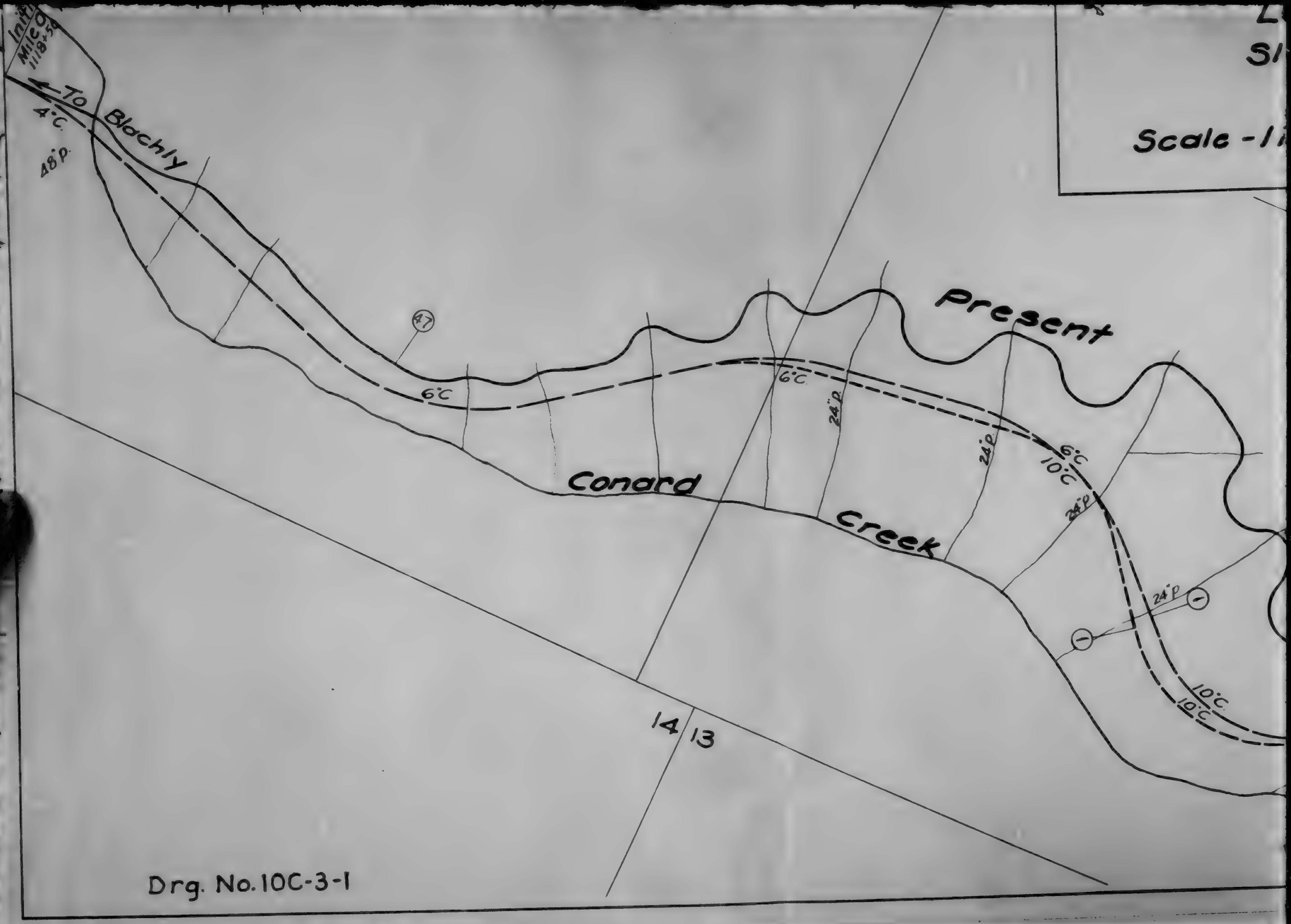


OREGON STATE HIGHWAY DEPARTMENT
RECONNAISSANCE SURVEY
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

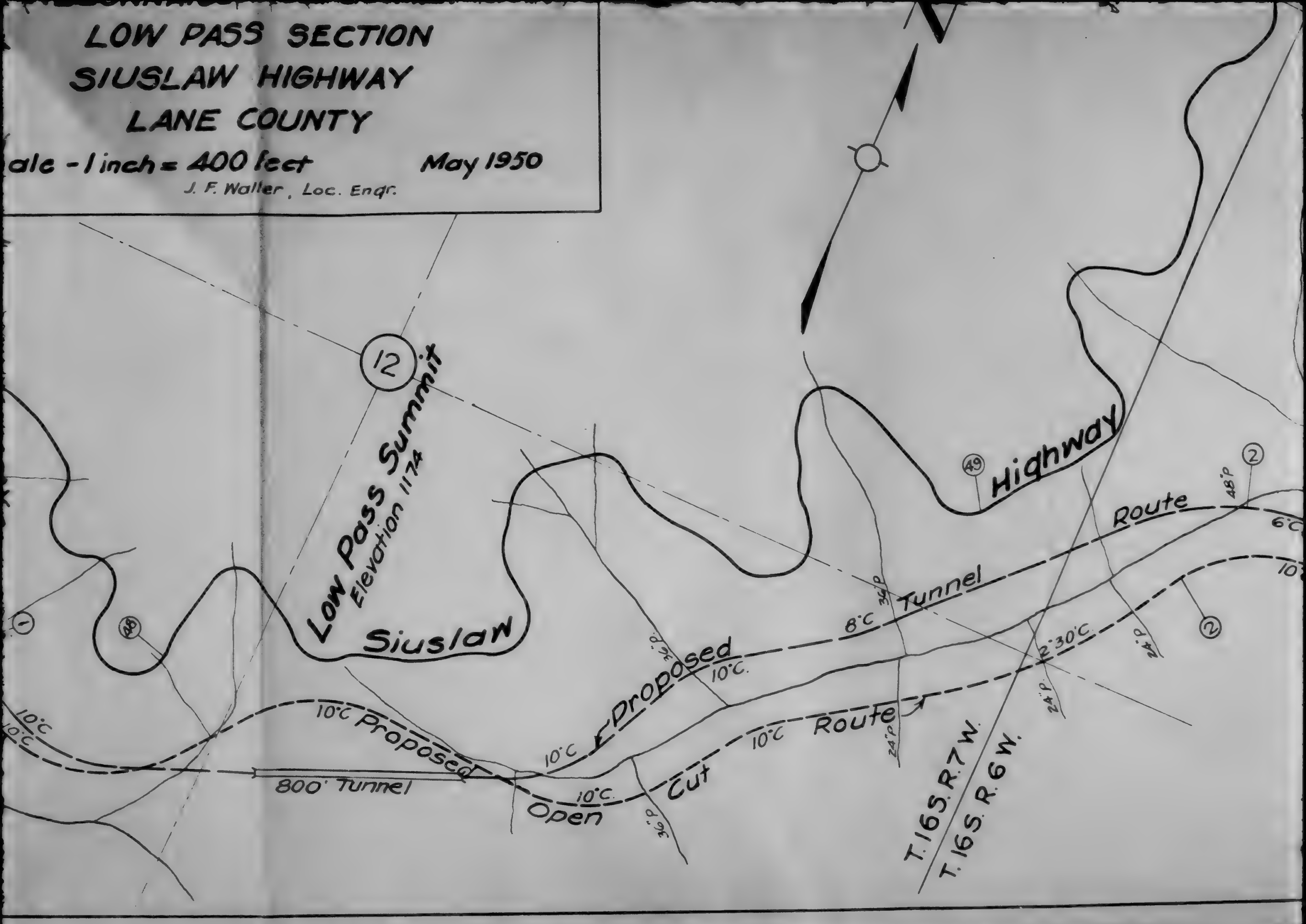
Scale - 1 inch = 400 feet May 1950

J. F. Waller, Loc. Engr.

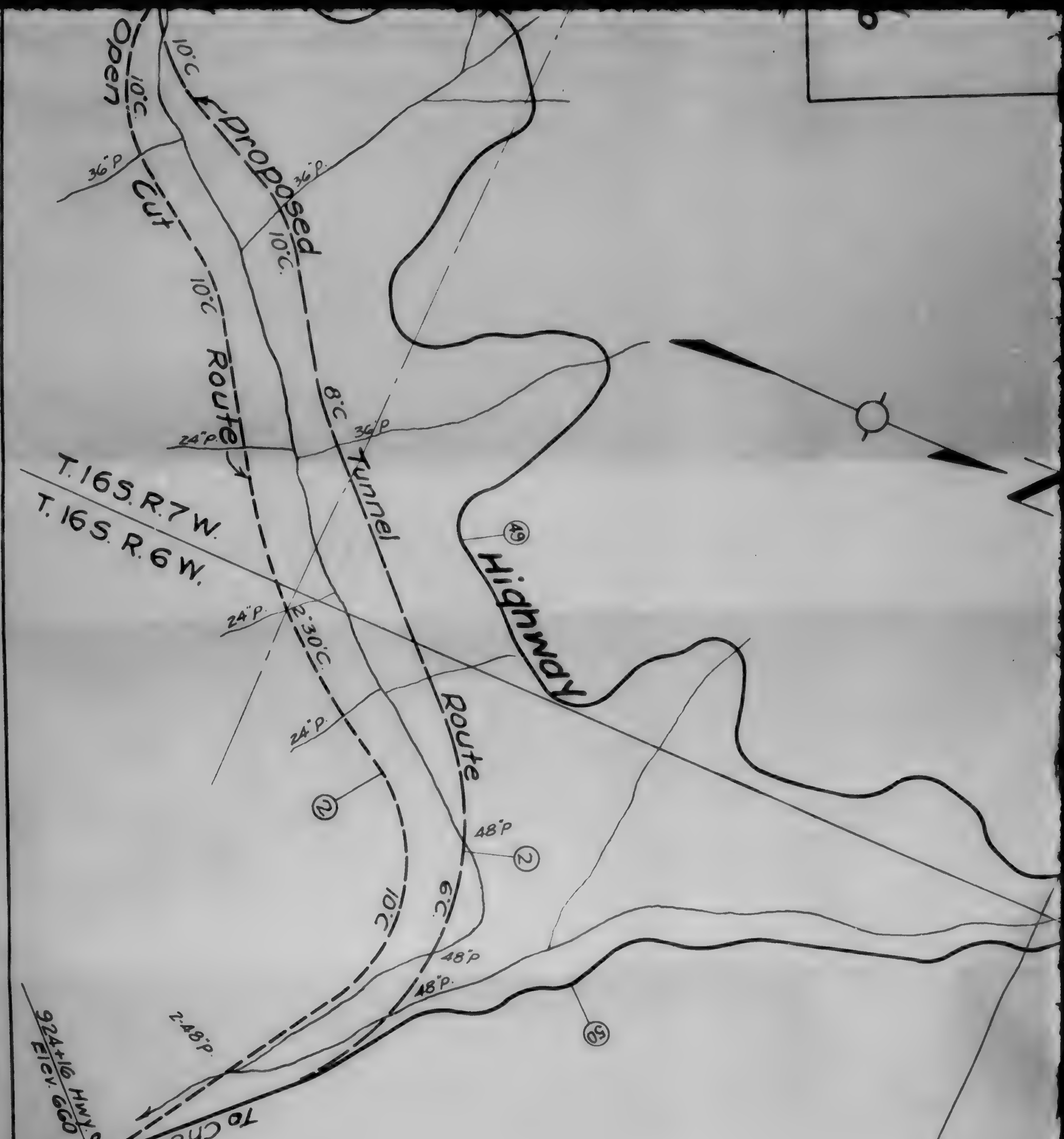

ENT
1950
N
Highway
49
50
2
2
Proposed Tunnel Route
Open Cut Route
10°C
10°C.
8°C
6°C.
10°C
10°C.
10°C.
2°30'C.
36"P.
36"P.
24"P.
24"P.
24"P.
48"P.
48"P.
48"P.
2-48"P.
6S. R.7W.
6. R.6W.
To Cheshir
Terminal Point
2.372 via Tunnel
6 via Cut


Initi
Mile 0
1118+50
To Blachly
4°C.
48"p.
47
6°C
Present
6°C
24"p
24"p
6°C
10°C
24"p
24"p
1
1
10°C
10°C
Conard
Creek
14
13
Sl
Scale -1

Drg. No.10C-3-1



LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY
ale - 1 inch = 400 feet May 1950
J. F. Waller, Loc. Engr.



Open Cut Route
Proposed Tunnel Route
Highway
T.16S.R.7W.
T.16S.R.6W.
10°C
10°C
10°C
10°C
36"P
36"P
36"P
8°C
24"P
24"P
24"P
2:30°C
10°C
6°C
48"P
48"P
48"P
2-48"P
49
2
2
50
To Cheshire
924+16 Hwy. 8
Elev. 660
Terminal Point
Mile 2.372 via Tunnel
Mile 2.366 via Cut

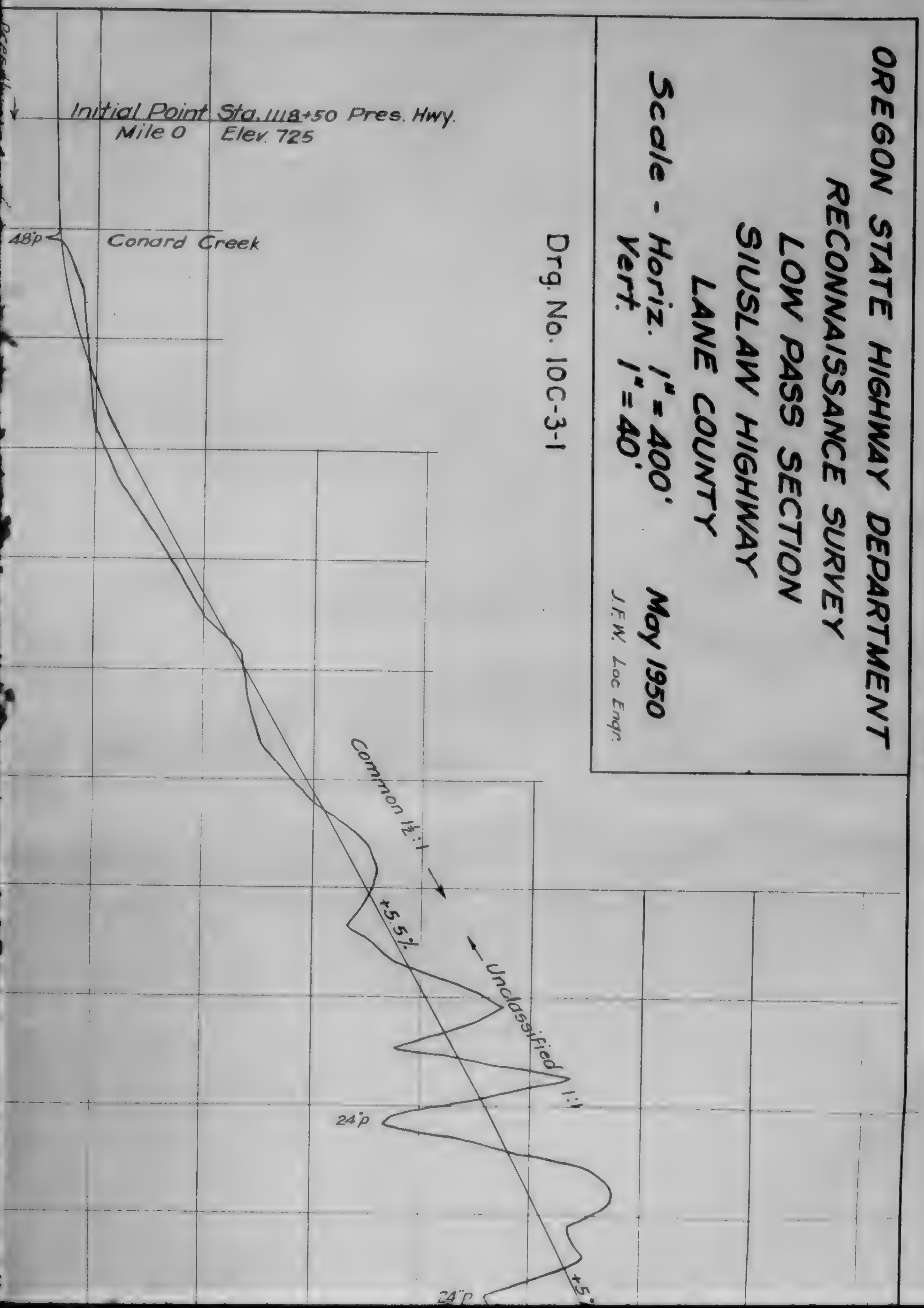
OREGON STATE HIGHWAY DEPARTMENT
RECONNAISSANCE SURVEY
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

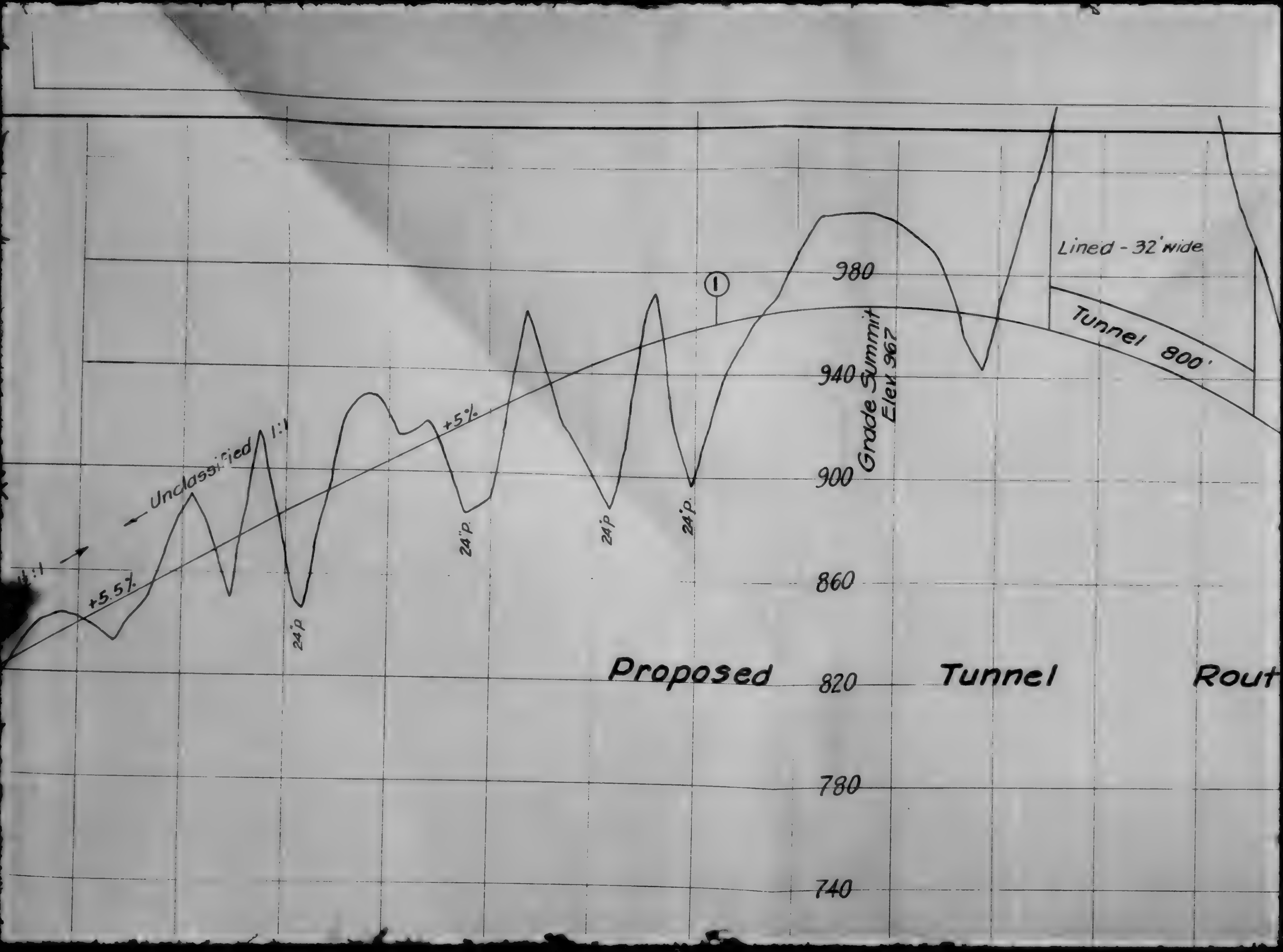
Scale - Horiz. 1" = 400'
Vert. 1" = 40'

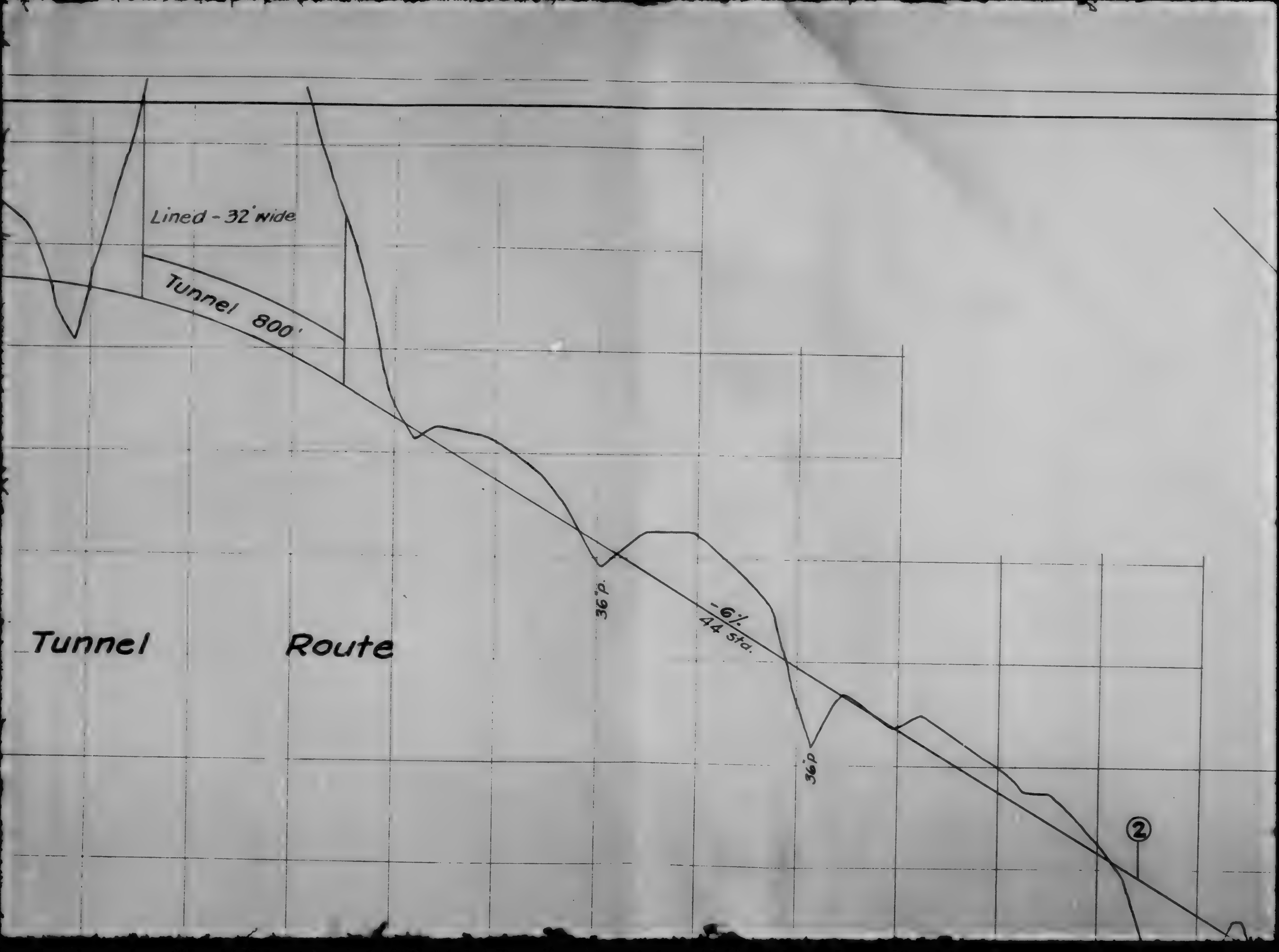
May 1950

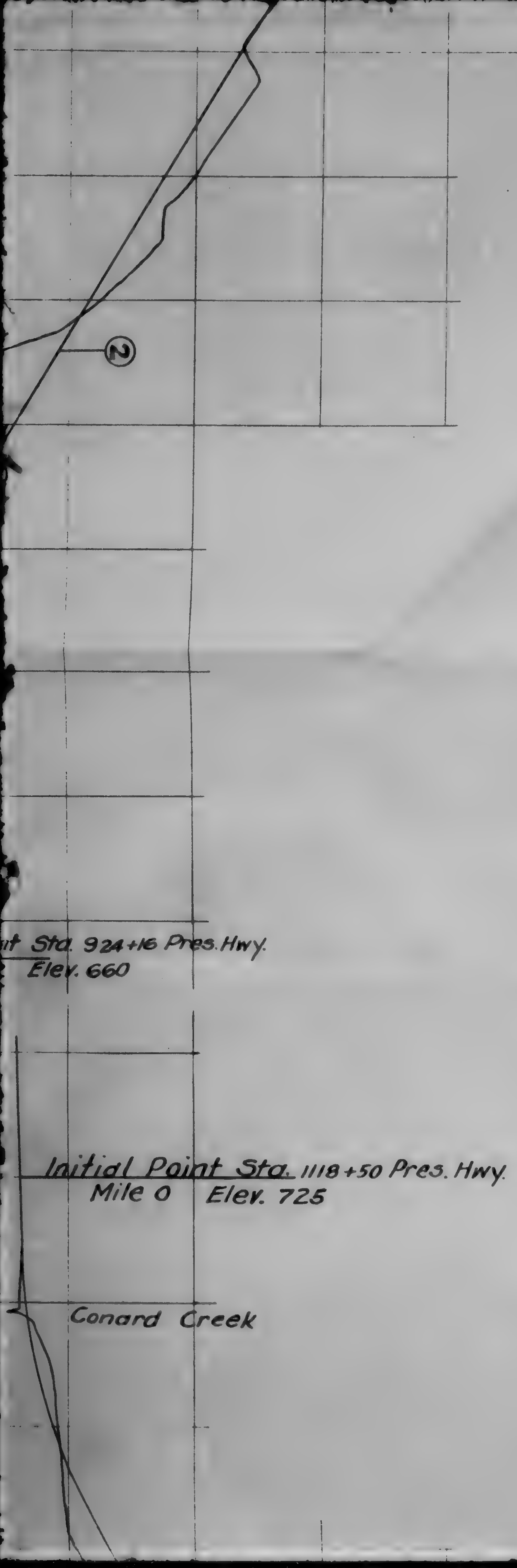
J.F.W. Loc Engr.

Drg. No. 10C-3-1

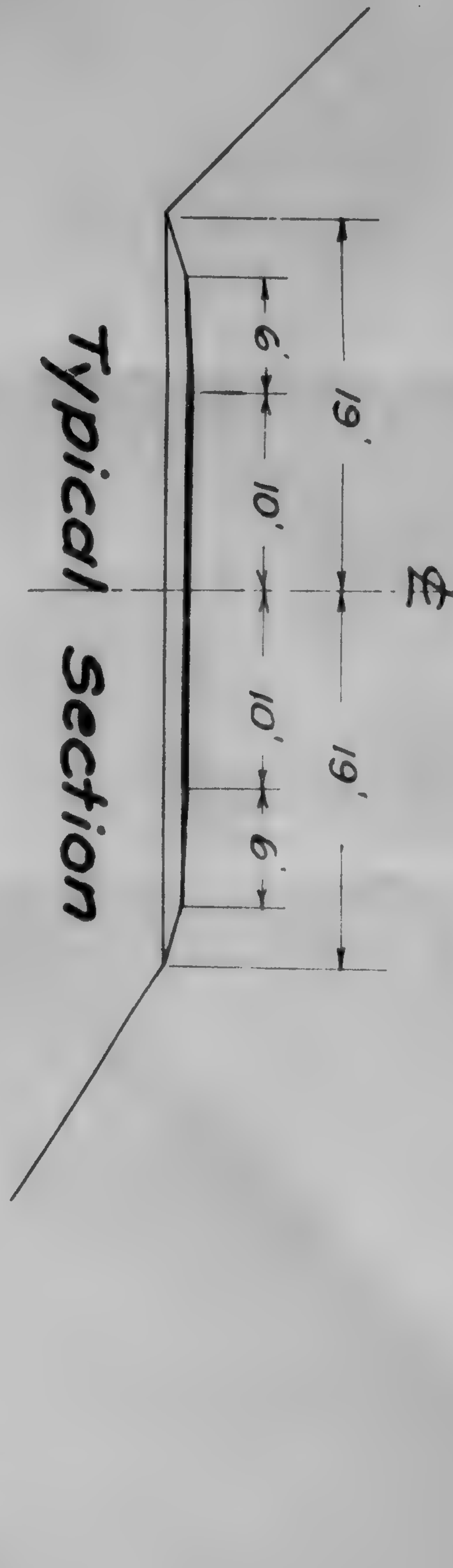


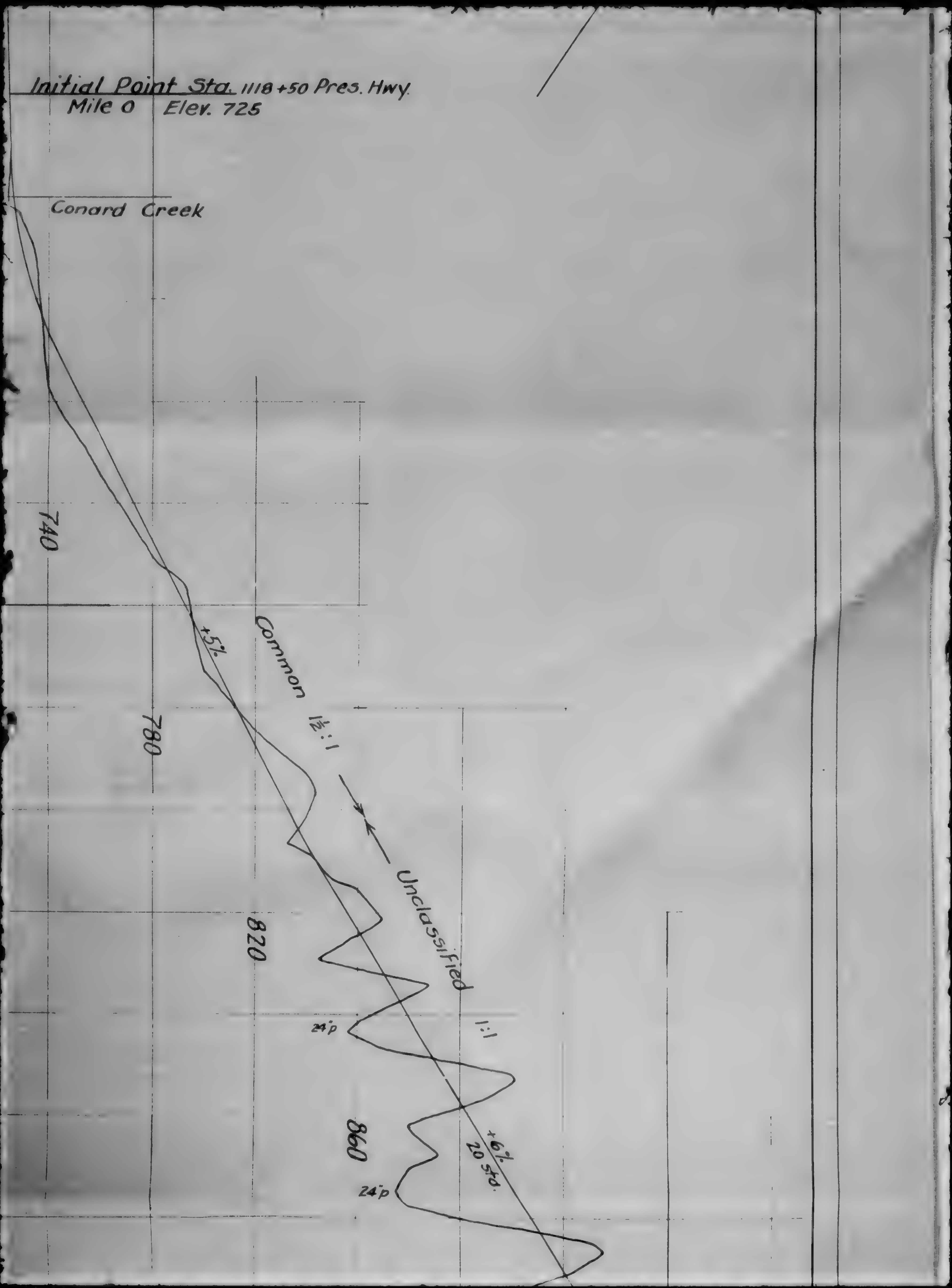

1:1
+5.5%
← Unclassified 1:1
24"p
+5%
24"p.
24"p
24"p.
①
Grade Summit
Elev. 967
Lined - 32' wide
Tunnel 800'
980
940
900
860
820
780
740
Proposed Tunnel Rout

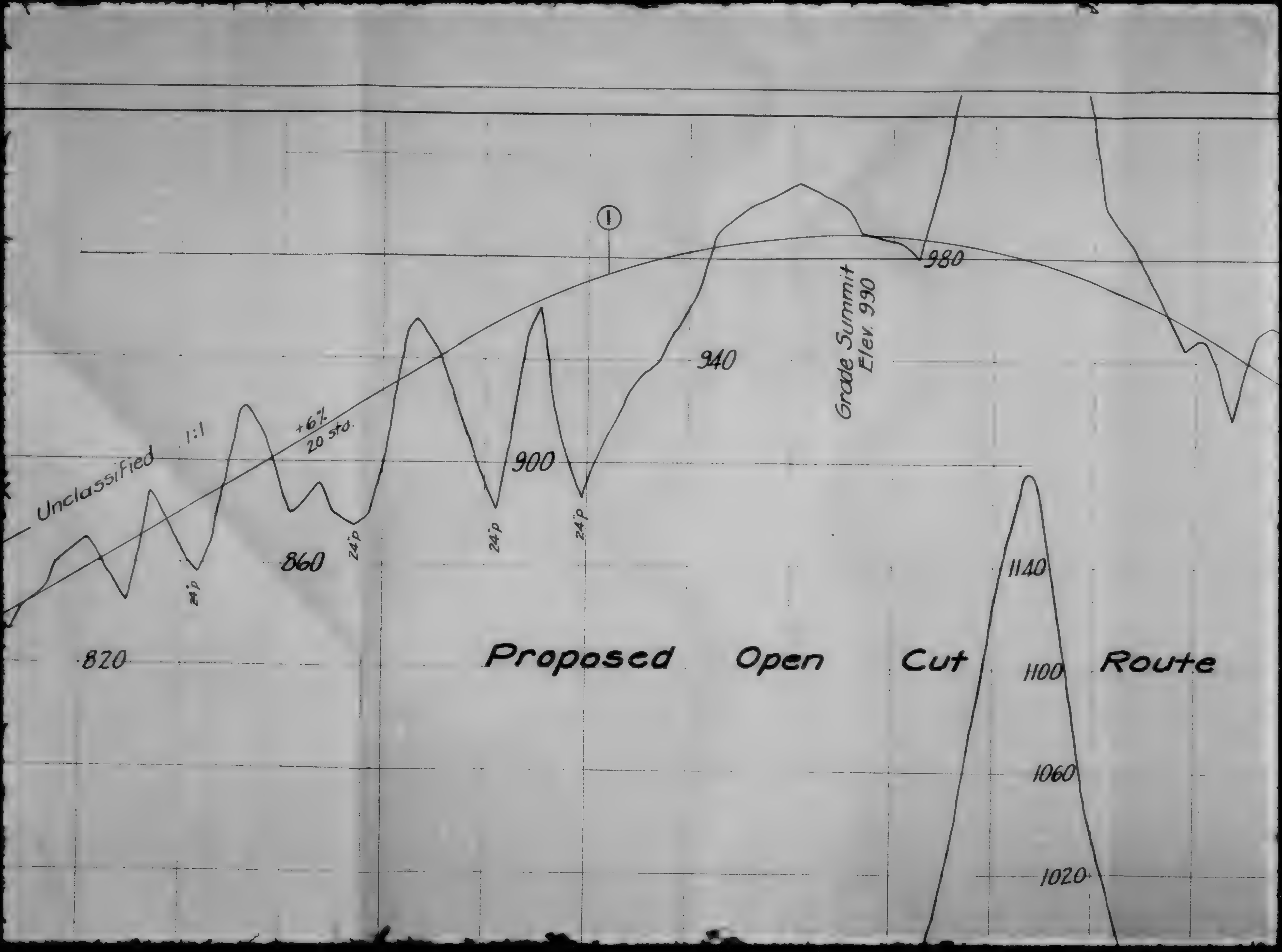

Lined - 32' wide
Tunnel 800'
Tunnel Route
36" p.
-6%
44 Sta.
36" p
②

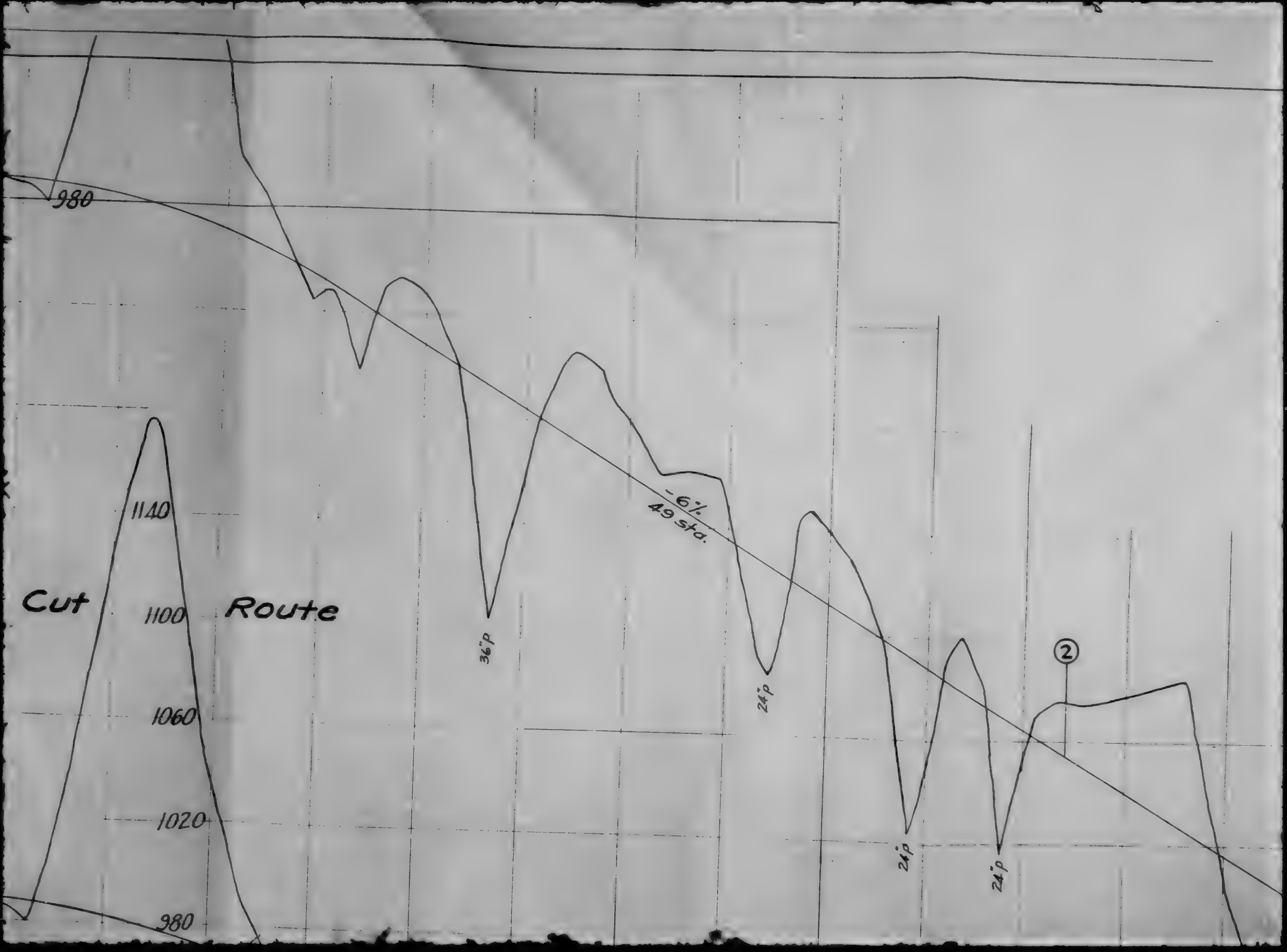

2
nt Sta. 924+16 Pres. Hwy.
Elev. 660
Initial Point Sta. 1118+50 Pres. Hwy.
Mile 0 Elev. 725
Conard Creek

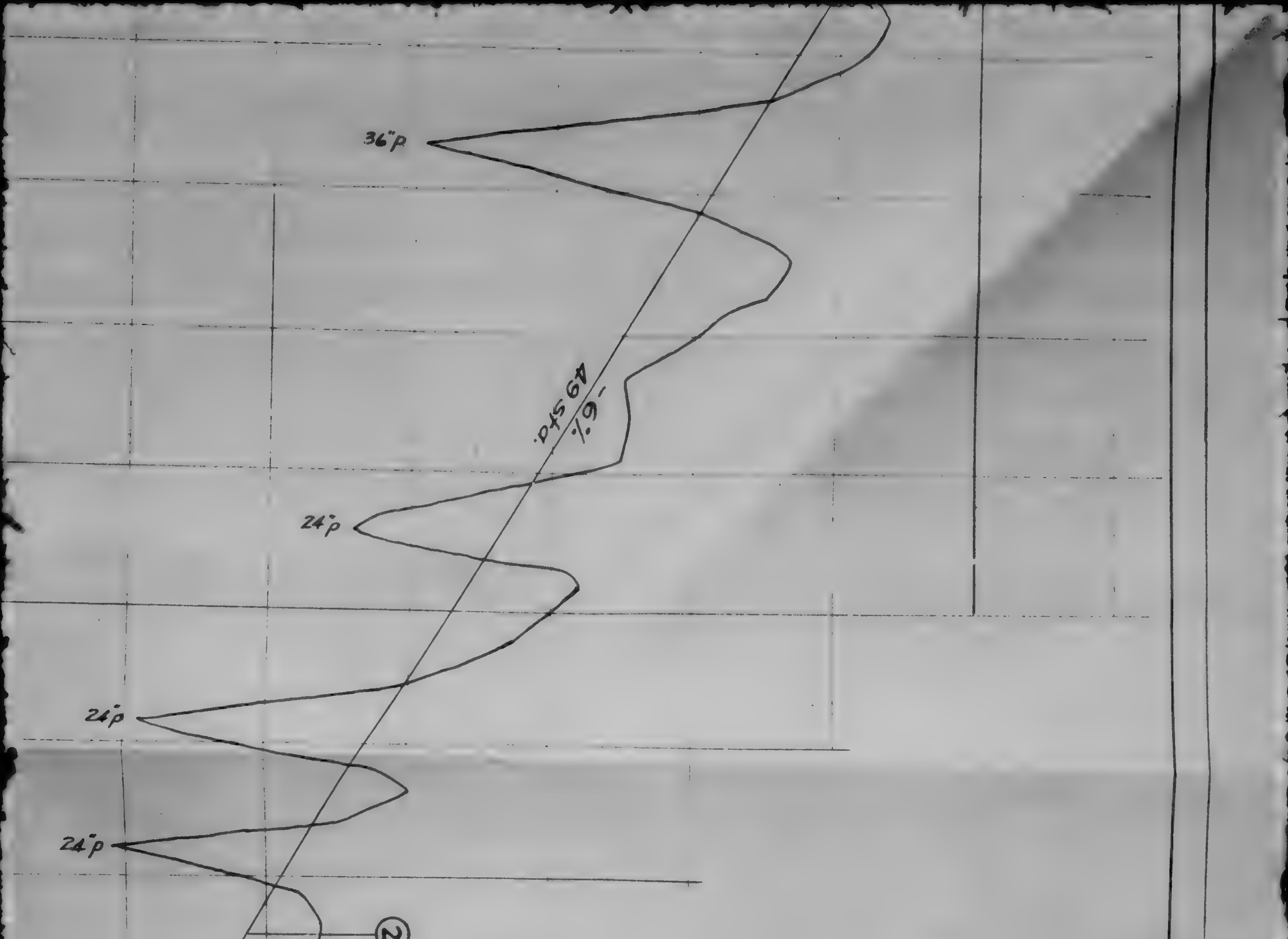
Typical Section




Initial Point Sta. 1118+50 Pres. Hwy.
Mile 0 Elev. 725
Conard Creek
740
+5%
Common
780
1½:1
Unclassified
820
24"p
1:1
860
+6%
20 Std.
24"p


Unclassified
1:1
+6%
20 std.
24"p
24"p
24"p
24"p
820
860
900
940
980
①
Grade Summit
Elev. 990
1140
1100
1060
1020
Proposed Open Cut Route


980
Cut
1140
1100
Route
1060
1020
980
36"p
-6%
49 sta.
24"p
24"p
24"p
②



Point	Sta. 924+16 Pres. Hwy.
2.366	Elev. 660

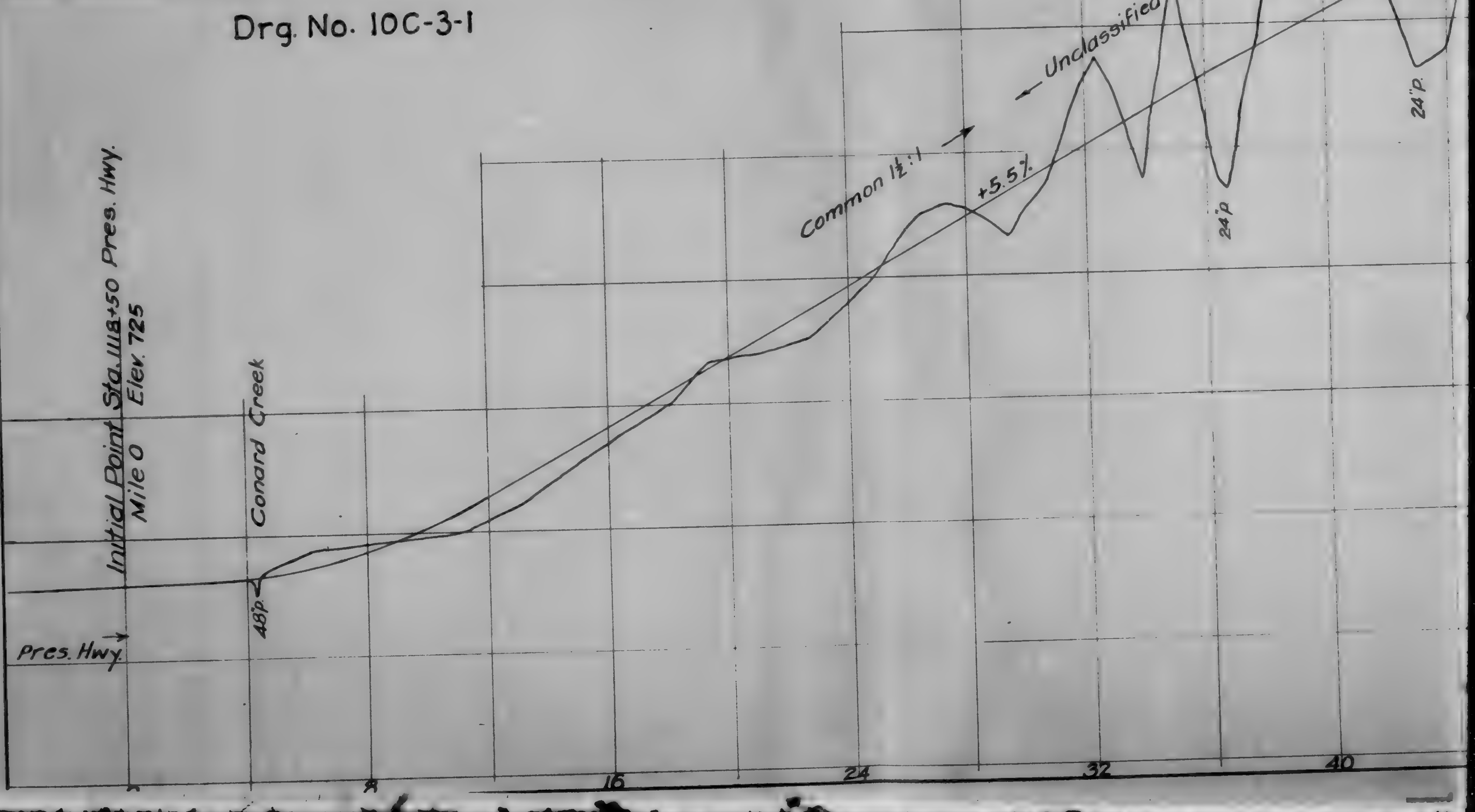
RECONNAISSANCE SURVEY
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

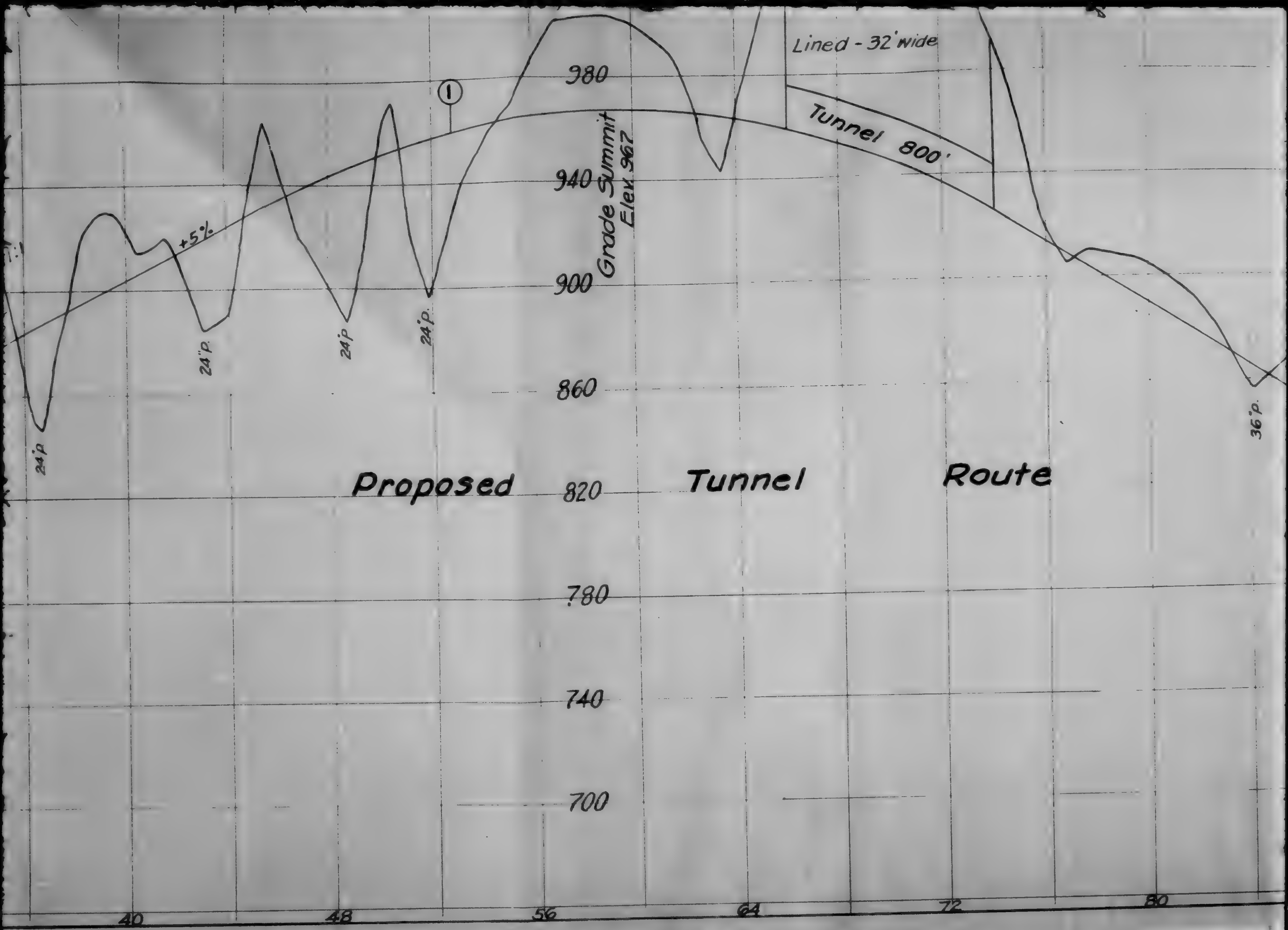
Scale - Horiz. 1" = 400'
Vert. 1" = 40'

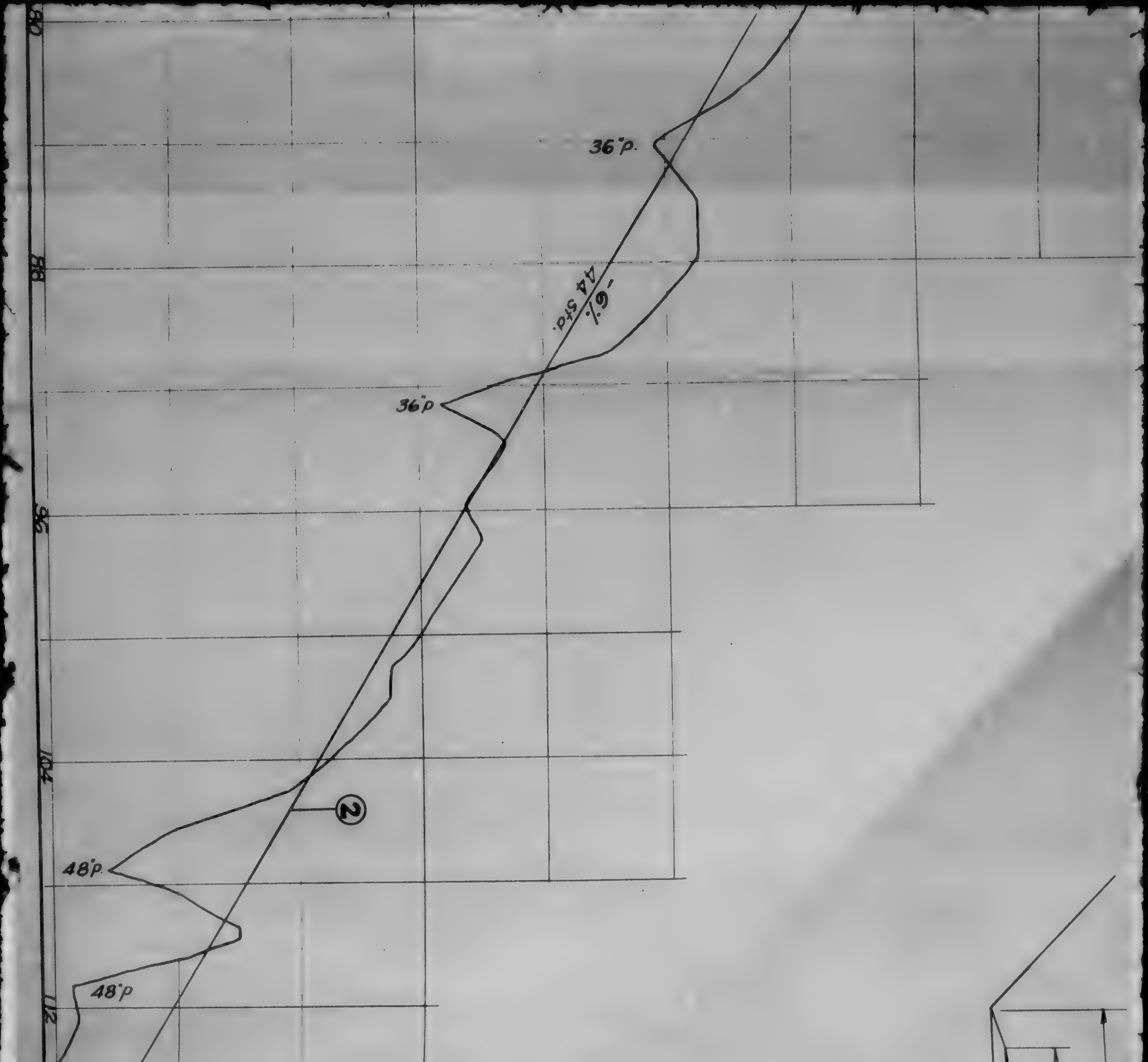
May 1950

J.F.W. Loc. Engr.

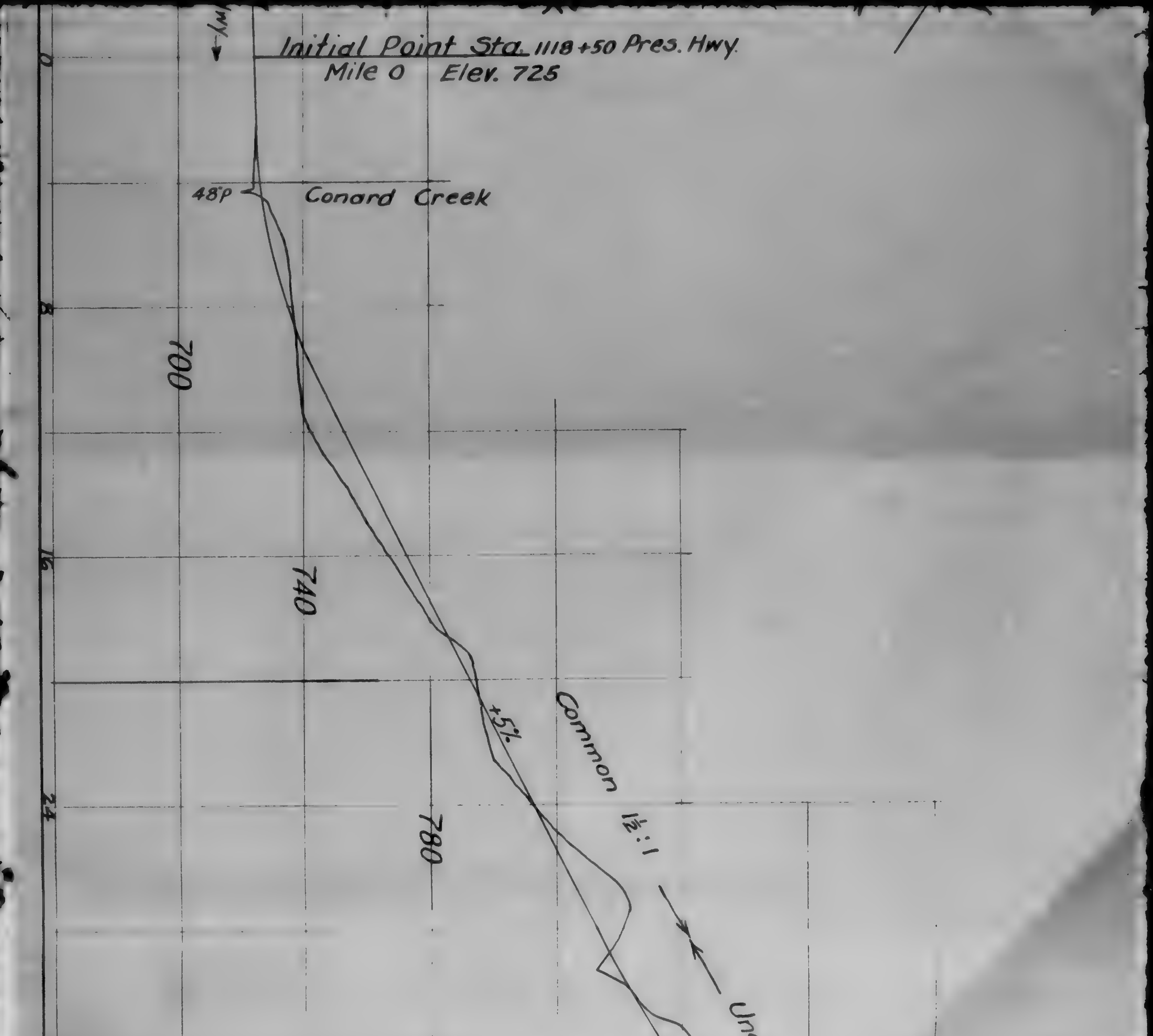
Drg. No. 10C-3-1

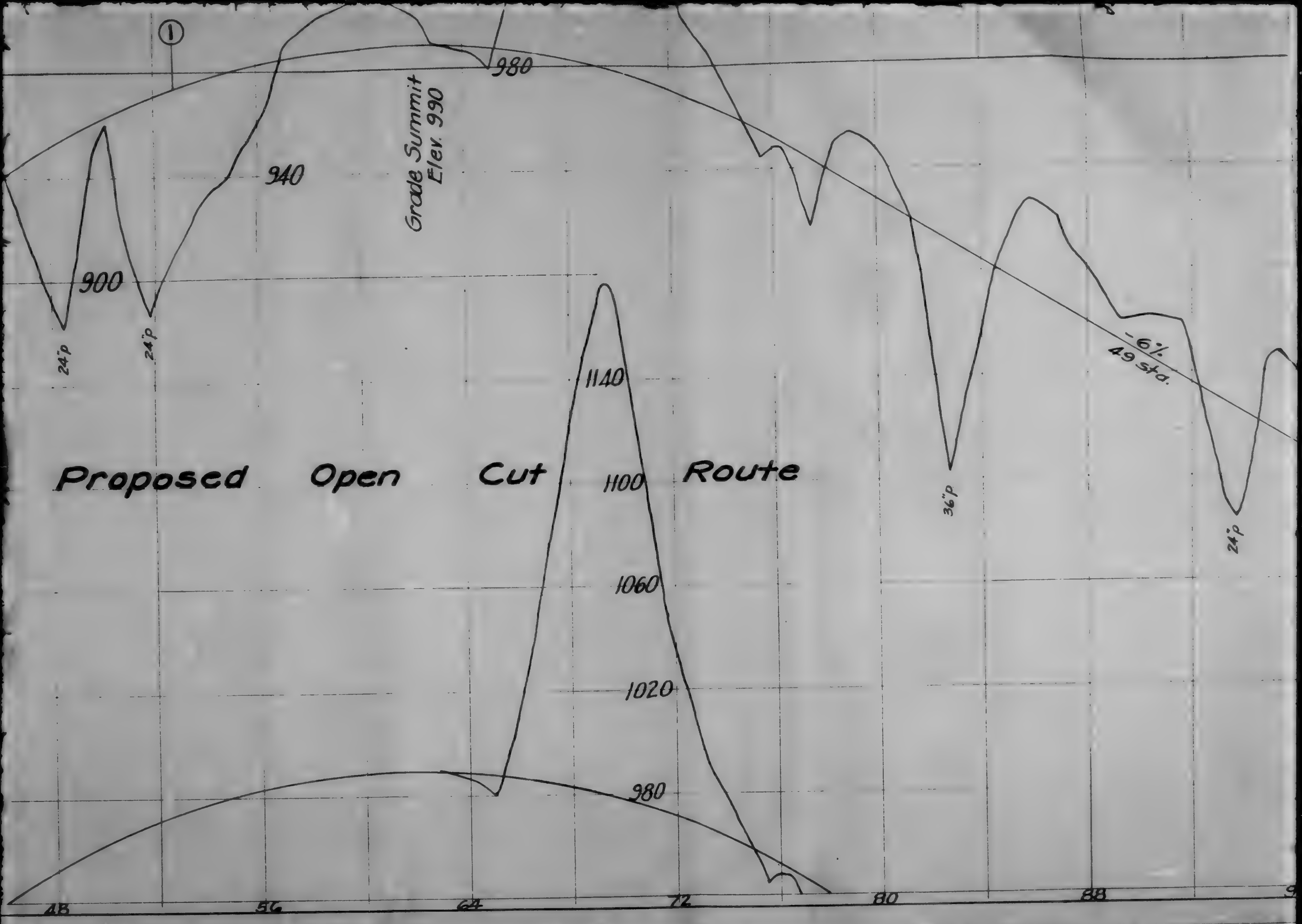


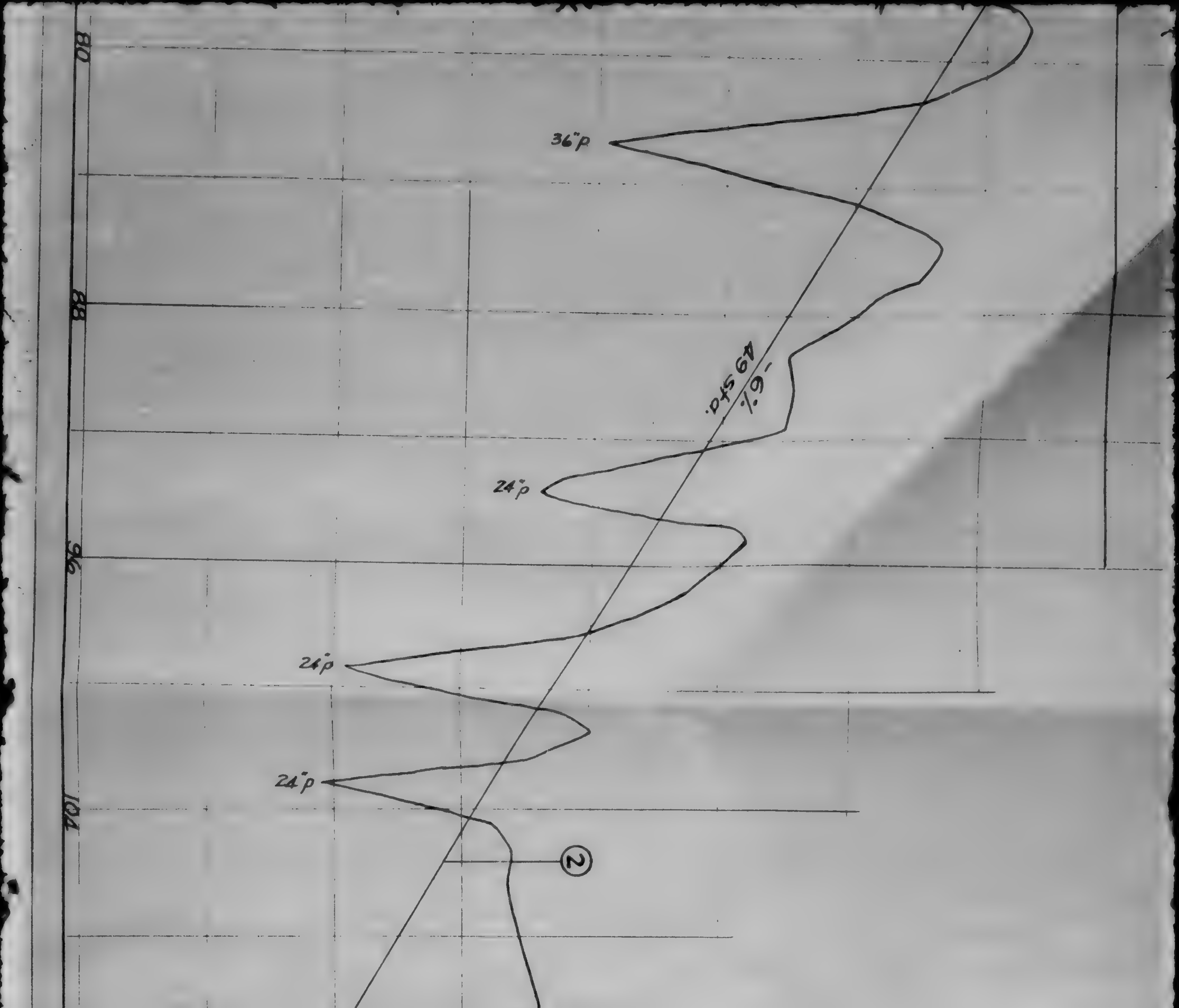

Proposed Tunnel Route
Lined - 32' wide
Tunnel 800'
Grade Summit
Elev. 967
+5%
①
24" p.
24" p.
24" p
24" p.
36" p.
980
940
900
860
820
780
740
700
40
48
56
64
72
80



Typical Section


Hwy.
Initial Point Sta. 1118+50 Pres. Hwy.
Mile 0 Elev. 725
48"p
Conard Creek
0
8
16
24
32
40
48
700
740
780
820
860
+5%
Common
1½:1
Unclassified
1:1
24"p
+6%
20 Sta.
24"p
24"p


①
Grade Summit
Elev. 990
980
940
900
24"p
24"p
1140
Proposed Open Cut Route
1100
1060
1020
980
36"p
-6%
49 Sta.
24"p
48
56
64
72
80
88


80
88
96
104
112
120
36"p
24"p
24"p
24"p
2-48"p
-.6%
49 Sta.
②
Terminal Point
Mile 2.366
Sta. 924+16 Pres. Hwy.
Elev. 660
Pres.

PF-1 (3) Low Pass Sec. of the Siuslaw [illegible]
R., about 2 miles east of
[illegible] Mapleton. Folder 2

RECEIVED
APR 12 1955
FOR FILING

3754

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NOTED
State Highway Engineer

NATT McDOUGALL COMPANY, Plaintiff,	)
vs.	)
STATE OF OREGON, by and through its State Highway Commission, Defendant.	)

DEPOSITION OF CHESTER E. PAULSEN

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

DEPOSITION OF CHESTER E. PAULSEN

BE IT REMEMBERED that on the 10th day of February, 1955, at the hour of 1:30 p. m., in the Marion County Court House, Salem, Oregon, the deposition of Chester E. Paulsen was taken as an adverse party witness before B. D. Peyton, official court reporter and notary public for Oregon;

Plaintiff appearing by Mr. Hugh L. Biggs and Mr. C. C. Cory, of its attorneys, and Mr. Jack McDougall;

Defendant appearing by Mr. Ralph W. G. Wyckoff, Jr., of its attorneys;

WHEREUPON the following proceedings were had and testimony taken, to-wit:

CHESTER E. PAULSEN, being first duly sworn by the notary, was thereupon examined by counsel and testified as follows:

DIRECT INTERROGATORIES BY MR. BIGGS:

Q Will you state your full name?

A Chester E. Paulsen.

Q And your residence, Mr. Paulsen?

A Salem, Oregon.

Q How long have you lived in Salem?

A Fourteen years.

Q What is your occupation?

A I am an estimator for the State Highway Commission.

Q How long have you been so employed?

A Fourteen years, as estimator.

Q What is an estimator?

A An estimator works primarily through the locators, as soon as they have enough data so that he can estimate what a job should cost, and works from there on through until the final estimate is made up for the Commission.

Q In other words, he is a cost estimator?

A Cost estimator, that's right.

Q And the costs that he is engaged in estimating are the anticipated costs of proposed projects to the State Highway Commission?

A The anticipated bids that the contractor will make.

Q I see. Of course, that bears some relation to costs?

A Some relation to costs, but not altogether.

Q What is your academic training?

A High school and a year and a half of college, and completed about 40 percent of an I.C.C. course in engineering.

Q In engineering?

A Yes.

Q Your primary training is engineering rather than accounting?

A That's right.

Q Have you had training in accounting?

A Only what I had in school; just general courses.

Q What school did you go to?

A Oregon State.

Q Did you take some engineering there?

A I was taking chemical engineering.

Q Chemical engineering?

A Yes.

Q What practical experience have you had in civil engineering?

A Starting in 1928, I started with the State Highway Department.

Q Of Oregon?

A Of Oregon; and I have been with them ever since except for a year and a half with the U. S. Army Engineers. In 1926, 1927 and 1928, prior to coming to Oregon, I worked with the Bureau of Public Roads.

Q You are a native of what state?

A Oregon.

Q When did you finish your college work?

A About 1919.

Q Then right after that you went to work for the government, did you?

A Shortly after that I went to work, yes, with the Bureau of Public Roads.

Q In what capacity?

A At that time I was a chainman.

Q Did you progress to any higher position with them?

A Not with the Bureau of Public Roads, no.

Q What was your next engineering position?

A The next engineering position was with the State of Oregon, starting as a checker.

Q With the State Highway Commission?

A Yes.

Q What is a checker?

A A checker works under a street inspector issuing tickets and mostly seeing that rock was placed on the road in the right of way.

Q I see.

A In processing the base.

Q What is the highest position you held in an actual construction or engineering capacity with the State Highway Commission?

A Well, I would say there were about three different related jobs. I acted as transitman, as - well, I had levelman experience, although I wasn't classed as a levelman, and acted as topographer on location.

Q You were never what they call the locating engineer?

A No; I worked under a locating engineer.

Q You worked under the locating engineer as a transitman and as a topographer?

A Yes.

Q What is a topographer?

A He takes it after the P-line has been established and the levels run from the P-line.

Q What is the P-line?

A Preliminary Grade Line. Then the topographer works - taking all the physical characteristics of the ground and elevations away from the centerline, within a reasonable distance, to ascertain the contours and exactly where the road should be placed in relation to those contours.

Q In connection with his actual surveyed measurements, does he also make visual gross observations of the contour of the land?

A Yes, he will do part of it by instruments and part of it by observation.

Q And that will be reported in notes?

A Mostly sketches.

Q From that work then you went to the cost estimator's office?

A No, after that I went back on again as checker and inspector, and worked for several years as inspector.

Q Well, give me the other experience that you had.

A That is the other experience in between, as checker and inspector - State inspector on all types of highway work.

Q You continued that until when?

A Until fourteen years ago, which would be 1940.

Q Then you went into the cost estimator's office?

A Into the cost estimator's office.

Q In what capacity?

A As cost analyst.

Q What does the cost estimator's staff consist of?

A Well, I have two men that help me out, working under Mr. Cutler; formerly Mr. Clymer, and now Mr. Cutler.

Q Mr. Clymer is what?

A Chief cost analyst.

Q His assistants are each cost estimators?

A No, I am second under him, as cost estimator. Then we have one cost analyst and five assistant cost analysts.

Q I see. And what does that office do, what data does it gather - what conclusions does it arrive at and for what purpose?

A Our major work consists of two correlated things. First, to begin with, we go out and follow a job through from the time a contractor starts work.

Q You mean you go out on the field?

A On the field, watching it as closely as we can, every week or ten days, according to the progress of the work.

Q Do you, as cost estimator, do that?

A No, not as cost estimator; the rest of the boys do that.

They collect the data on the project, how the work is going, progressing in their estimation, the equipment on the job, the men on the job, and they follow through until the end of the job. At the end of the job, after the final estimate is made, they go through the contractor's books and get his actual costs from the job, which are open to the cost analysts.

Q Why do they obtain that data?

A In that manner, they figure final cost of the work, and in their estimation then and Mr. Cutler's and mine, as to class of the work, we figure out what that work actually cost. Then from that basis when future jobs come up, of like character, I am able to go out across the job, if it is like a certain job we had before, if conditions are the same - that is, economic conditions.

Q You accumulate that data for background data in future estimating, is that correct?

A Yes.

Q Now I am interested in what you do by way of making your preliminary estimate - what your office does by way of making your preliminary estimate.

A For a new project?

Q Yes, sir, for a new project.

A I usually go out as soon as the locator can give me definite data, on at least an approximate, if not final quantities of the major cuts, and where the line is going, so I know how much clearing there is, the quantity of timber, if any, and I go over the job, walk the job completely. Then I try to classify, to the best of my ability, each cut.

Q As to type of material in it?

A As to type of material and the probable cost of what it should be worth; not what it will cost, but what it should be worth, and make up the estimates from that.

Q Were you working in that capacity on the Low Pass Summit Section of the Siuslaw Highway?

A I was.

Q That is, you were the field man from the cost estimator's office at that time?

A Yes.

Q And you did on that job just what you have described here?

A Yes.

Q Would you have made a record or a diary of your observations on the job, Mr. Paulsen?

A I have my first cost estimate on the job, yes, what I figured it was worth, classified by cuts.

Q Do you have that with you?

A I do.

Q May I see that?

A Yes. (handing to counsel.)

Q Is this document now that you have handed me taken from your official files, Mr. Paulsen?

A That is; it is an official folder of the job.

Q This is entitled, "Oregon State Highway Commission Columnar

Tabulation Sheet, Low Pass" - with some hieroglyphics that look very much like doodling, over here in the right hand corner.

A Most likely it is.

Q And the data on here in pencil figures under the columns "Station to Station, Amount, Unit Cost and Total Cost," is that correct?

A Correct.

Q The Station to Station, of course, describes the area within which you are estimating the cut?

A It is usually between cut sections; we can jump the fills.

Q The column "Amount" is the quantity?

A The quantity, from the engineer.

Q And the unit cost is your estimate what the reasonable cost would be of removing the type material?--

A That's right.

Q --that you believe to be in that quantity, is that correct?

A That's right.

Q And the total cost is the unit cost as applied to the amount between those stations; is that correct?

A That's right.

Q In the sheet that you have handed me, do you have the entire project bracketed by your stations?

A I would not know unless I take a look at it.

Q If you will, please.

A No, there is a small amount down at one end and that could be all fill, but I think this is all the excavation.

Q If you will take a profile--

A The station starts at 9; I have a little in here. This is 34-plus-50. Here is actually where I took it from, the first main excavation. There would be 160 and 281 yards that is not accounted for, which would be 347 yards not account for.

Q I see. But practically all of it is?

A Yes.

Q May I see those again, please. I notice now on the first quantities, 10,482 cubic yards, you have a unit cost of 35 cents.

A Right.

Q With a total cost of $3,653.00. Upon what type of material is that unit cost based?

A That would be dirt or light shale or something that could be handled by earth-moving equipment rather than a shovel.

Q Would that even require a ripper?

A No.

Q It will not?

A It will not require a ripper.

Q You could do it all with a bulldozer?

A A bulldozer, or rubber-tired scraper equipment.

Q You then show another item for 35 cents, which I presume is the same type of material, then a unit price of 43 cents, applicable to 104,961 cubic yards between stations 59-plus-00 and 73-plus-00.

A That's right.

Q And what type of--

A I think it is self-explanatory, there in the brackets.

Q You have under that in brackets 85 percent common, 35, and 15 percent sandstone at 85.

A That's right.

Q Is the sandstone estimated on blasting figures?

A That's right. That would be easy blasting or maybe a small amount of ripping. That is why I have 85. Heavy sandstone I figured at more than that, on the job.

Q And what would be the depth of that sandstone?

A That varies, very much, with the cuts.

Q No, I am speaking of this particular place; was this sandstone that you could see?

A No, definitely not, you could not see it.

Q You could not see it?

A No.

Q All right; between those stations could you tell the height of the cut, from your profile?

A Yes, if I can have that again.

Q That is stations 59 and 73.

A At 59, there is a 22-foot cut on centerline; to 73. About a 32-foot cut on centerline would be your heaviest cut.

Q At that point?

A Between those points.

Q On what did you base your judgment that 15 percent of it was sandstone?

A Mostly from traveling up and down the old road and looking at the parallel cuts.

Q Did you do any drilling there?

A No.

Q You did not?

A No; it was visual inspection only.

Q Did you have the counsel of a geologist at all on that trip?

A No.

Q Then your next breakdown is between stations 73 and 84. You have there a quantity of 507,692. That is the big cut?

A That's right.

Q You figured that at 15 percent common?

A And 15 percent intermediate and 70 percent solid.

Q Let me see if I understand you correctly. You have on one line, 15 percent common at 35, unit cost 75. What does that mean?

A Well, that 75 is the accumulation of the three costs there.

Q The average of the three costs?

A Yes.

Q You have 15 percent common, 35 cents; you have 15 percent shale which you can rip, 50 cents.

A That's right.

Q And 70 percent sandstone which you have to drill and shoot, at 90 cents?

A Yes.

Q On what did you base that breakdown?

A Again, by looking at the center cut on the top of the hill and the first two cuts on the west slope. I figured from that, that when you got down to the material there, to a depth somewhere in the vicinity of 20 feet, you were going to hit solid, and that is based both on looking at that and from past experience on quite a few jobs through the coast range.

Q The 15 percent common then and shale would be what you call the overburden?

A The 15 percent common would be the overburden. Then it goes gradually into light shale, and as it goes deeper it solidifies and gets tighter, the deeper you get in a heavy cut, especially in the coast range.

Q To what depth would that shale carry, that 15 percent?

A It would carry - well, as a matter of fact, it varies considerably. It is almost impossible to tell; you arbitrarily take what you think is right, from looking at the other sections.

Q I am wondering if you meant the 15 percent common and 15 percent shale would be included in the 18 to 20 feet of overburden.

A No, more of the common would be in the overburden, and the shale would be the start of the hard rock but it would still be soft enough so that you could work it, by ripping.

Q So you figured about 18 or 20 feet of dirt or common?

A Yes. Then maybe 15 to 20 feet, something like that, of tighter stuff, but still material that you could rip, before you would have to start shooting.

Q Which would take it down to about 35 or 40 feet?

A Yes.

Q And from there on--

A From there on, I figured it would be had all the way through.

Q The last 160 feet you figured would have to be shot?

A Yes.

Q And you figured the shooting at 90 cents?

A Yes.

Q On what did you base that?

A Past experience.

Q Past experience on what engineers would bid, or what you could hire that work to be done?

A On what the average prices had been, on our average bid prices, which we tabulate every year. We tabulate the average bid prices for all projects - broken down in all items, rather, and that was the average of our bid prices over the past year or so, which would be comparable.

Q I was wondering on that if you had actually taken any data based upon the real cost to a contractor, or his bid on excavation of known rock.

A It would be a combination of both. On the first one here I used the average bid prices as bid by the contractors over the prior years.

Q Well, let's put it this way. If you had a situation in which the rock was exposed, and the contractor knew and you knew that it was solid rock, like this sandstone, and had to be blasted all the way down, what then would be your experience, with the cost of blasting and drilling, and the contractor's bid on work that he knows has to be blasted and drilled, to tell you what the appropriate price would be?

A If it was solid all the way through the cut, I would say if he bid much under 90 cents, he would lose money.

Q Do you think he could do it for 90?

A Yes.

Q And do you think he would undertake to do it at 90?

A Yes.

Q If he knew what he was getting into?

A Yes; if it was showing rock to the top - of that type of rock only. Rock varies.

Q Other types of rock would be more expensive?

A That's right, and some would be slightly less.

Q On your next one, station 84 to 143, you have 90,000 yards, and you have that figured at 35.

A Yes; that is common.

Q So that you have a total of 768,776 cubic yards of excavation, to which you applied an average unit price of 62½ cents?

A Yes.

Q Coming up with a total estimated cost of excavation of

$480,634.00; is that correct?

A Yes.

Q Now that was your estimated actual cost of this project?

A Of what the project should be worth, yes.

Q That is the excavation?

A What the excavation should be worth.

Q There would be other items, I presume, contractor's items that would bring the total cost of the project up?

A That's right.

Q But on the excavation it would be $480,000.00?

A Yes.

Q That is the total?

A Yes.

Q And that was based, again, I believe you stated, upon your visual observation in going over the ground?

A Yes.

Q And your independent classification of the materials, based upon those visual observations?

A Yes.

Q Did you make any use of data from the test hole borings, Mr. Paulsen?

A That was made up before the test borings.

Q This?

A Yes, that particular one.

Q This document we just discussed was made up before the test borings?

A Yes.

Q Were they then engaged in drilling?

A At that particular time - I am not in a position to say without checking.

Q Did you have any responsibility for the location of the drill holes?

A No.

Q Aren't they primarily for the benefit of your department?

A No.

Q In making cost estimates?

A No. In fact, we use them very little.

Q For whose benefit are they?

A I don't think I would be in a position to say that. I think most of the drill holes we put in in the state are for the benefit of the locator in determining where his road should go, more than anything else.

Q Well, in this case, of course, you said that the line had been located and you had actually made your visual observations on the line and taken the quantities that had been settled upon--

A That's right.

Q --before the test hole was ever in.

A I am not in a position to say that. I do not know whether the test hole was in at that particular time or not.

Q But you do want to say that you did not take into consideration the borings from the test hole on your estimate?

A I didn't on the first estimate, no.

Q Did you at a later time?

A No.

Q Did you ever consider them?

A Myself?

Q Yes.

A No.

Q Well, your department?

A The department - I think it could have influenced Mr. Clymer slightly, but not very much.

Q When you had made this preliminary estimate, what did you do with it?

A Placed it in our files, for discussion.

Q What use was made of it at a later time - was it adopted as the final, your final estimate based upon what you thought an engineer would bid?

A No, it was not. At a later date, for reasons I do not know, I have never been able to figure out - I know some of them but not all, and part of the reasons were that - well, let me go into this a little further. That is what I figured this project was worth. At the time the bids were coming up for award, the contractors were bidding quite considerably under what we figured the job should be worth, so we naturally reflect that in our bids. If the contractors are bidding 10 to 20 percent under us, we reflect that, because there is no use being out of line.

Q In your cost estimate?

A In the cost estimate that we turn in. In other words, we don't like to be too high or too low in the amount we turn in to the Commission.

Q Would you say that roughly you took these figures, or your department, of $480,000.00 for excavation cost, the reasonable worth of the excavation, and applied to that a certain factor of 10 or 20 percent, on the theory that engineers generally bidding on the job - contractors, I mean - would bid closer than you had estimated?

A That, I know, influenced Mr. Clymer considerably when the final estimate went in.

Q What was the final estimate?

A 50 cents.

Q Reduced 12½ cents a yard?

A Yes.

Q What other factors did he take into consideration, Mr. Paulsen? Did he take the test borings into consideration?

A I'm not in a position to say that, because I don't know. He might have, but I'm not sure; I don't know.

Q Well, you were out on the ground and made the original estimate, and unquestionably he wouldn't have overridden or reduced your estimate arbitrarily without discussing it with you - isn't that correct?

A Well, to be truthful with you - I may be in the wrong - but I think one of the reasons that we reduced the estimate to

50 cents was that we didn't have enough money set up on the project, authorized for us on the project, to leave it too high; but, if you drop a project down, you can still say that the Commission will pass it and accept it, if it is 10 percent over the authorization.

Q That sounds like there is a little politics in this.

A No. Well, there is, slightly.

Q Well, you are doing two things, you are making your own estimate of the reasonable cost of excavation, then after that you are applying to that estimate some percentages which, as a practical cost estimator, you assume will represent the bidder's or contractor's bid, under your estimate. That comes up with some practical judgment that you can pass on to the Highway Commission; is that right?

A Well, in a way; as close as I can say it, it is this - the contractors at certain times start bidding down on jobs further than we think they should be, in our estimation what the job is worth, but if we know they are bidding low, we will reflect our prices lower than we actually set the job up for.

Q Now, I want to know whether that was the only factor that was taken into consideration here.

A The only factor I am sure of in my own estimation.

Q You are quite sure the test borings didn't have any influence?

A It didn't influence me in the slightest.

Q You don't know whether it did Mr. Clymer, whether it influenced

Mr. Clymer?

A I don't know; but as far as I am concerned, it didn't; because I knew from the test borings it was rock - even the test borings showed me it was rock.

Q Did it show in what proportions it was rock?

A No.

Q That is the unknown factor?

A That is the unknown factor. That is why I try to do my work as best I can from other data, to be able to prove in my own mind, to set up the job.

Q How much actually did you reduce your preliminary cost of excavation?

A Myself?- I didn't.

Q No, what was the final cost estimate that went to the Commission?

A Well, let's see.

Q I want you to look at the final estimate, if you have it, that went to the Commission; the final cost estimate.

A I don't know whether this is the one that went to the Commission; I think that only went to the Division Engineer. I don't have it here at the present time; we have it in our office.

Q Do you know what it was?

A I do not know what the actual figure was, not until I check.

Q Would you mind checking? I would like to get that information now. Perhaps you can do it by telephone.

(Discussion off the record.)

Q Are there any other estimates, Mr. Paulsen, than the estimates made by your office, first your own estimate of the actual cost, preliminarily made, then some estimate that you have before you now and have said it is not the final estimate, and I will ask you to state what that estimate is.

A Yes, that would be the estimate that I can get for you, the final estimate that went to the Commission.

Q What is the estimate you have before you?

A It is the estimate made by Mr. Putnam that went to the Division Engineer.

Q That is the Resident Engineer's estimate, is that correct?

A Yes.

Q What did he estimate the amount to be?

A 741,707.

Q What was that based on, if you know - what unit prices for excavation?

A 50 cents.

Q Do you know where he got the 50-cent figure?

A No, I do not. It was not what I gave him.

Q It was not what you gave him?

A No.

Q What did you give him?

A Six-bits. Mr. Clymer and I both talked about six-bits when we first talked with Mr. Putnam.

Q But eventually then someone gave him a 50-cent figure?

A That's right.

Q And was that Mr. Clymer, do you know?

A I would not know.

Q Without going to your records, do you know what unit figure Mr. Clymer put in his final estimate to the Commission?

A For excavation only?

Q Yes.

A It was 50 cents.

Q So his estimate of the cost of excavation was the same as Mr. Putnam's?

A That is right.

Q Now, did the Division Engineer have a different estimate?

A I do not know; because I hardly ever get hold of the Division Engineer's estimate.

Q Are there any other estimates you have in your files with you?

A No, only our final and this.

Q You don't have that with you. Do you have any other data with you?

A Nothing pertaining especially to the job.

Q What is the other that you have?

A I think we have an old preliminary that Mr. Clymer made.

Q Did Mr. Clymer make a preliminary estimate? Would that be based upon his gross visual observations in the field?

A No, Mr. Clymer was unable to get out, except from a car, to see the job.

Q What would he base his preliminary estimates on?

A From what he could see from the car.

Q He was out there, though?

A He drove over it, yes, but as far as getting out and over the job, it was impossible for him to do it.

Q What estimate did he make, preliminary?

A I said this was a preliminary, but it was not. This was the first rough draft copy of the final. I see the date here, 6-19-'52. That would be the first draft of the final, and I doubt whether the final was changed any from this.

Q What was that?

A 50 cents.

Q 50 cents on excavation?

A On excavation.

Q And the total?

A He has no total. He has - it is a rough one and he hasn't worked it on out.

Q Did he then make a preliminary estimate following his examination of the terrain by car?

A Not that I know of.

Q You don't know?

A No.

Q May I see that data, Mr. Wyckoff? You think this is just a copy?

A That was a rough copy that was given to Mr. Probert's office.

Q There are no totals on here then?

A No, just the unit figures, then when we got our sheets back, we carried them on across.

Q Do you have any other data that you brought with you?

A No.

Q Upon what did you base the statement that the bids at that time were running about 10 percent below your costs, Mr. Paulsen?

A From the average bid prices received on prior jobs.

Q Comparable to this job?

A Comparable, yes.

Q Out in that section of the country?

A In the coast range section, yes; on the coast section. We have a fairly large category that we can base it on, and we have typical kinds of excavation.

Q Is this on Coast Highway 101?

A It would be on all the coast highways this side of the Cascades.

MR. BIGGS: I think this would be a good time to have him go over there. Could we continue this?

(Discussion off the record.)

(Witness obtaining data by telephone.)

A All right - what did you want?

Q I would like to ask you what was the final total cost, the final estimate.

A $741,951.50.

Q At the unit price of 50 cents per yard?

A Per yard, on excavation.

Q And what was the cost of the clearing and grubbing?

A Clearing and grubbing, $65,000.00.

Q And what was the total - you have that. The unit prices on Items 5 and 6?

A Item 5, 2,736,000 yard stations at 1½ cents, $41,040.00. Item 6 would be 39,200 "C" yard stations at 50 cents, $19,600.00.

MR. BIGGS: All right, thank you very much. That is all at this time.

(Deposition continued, with the date of the continuation to be determined later upon stipulation of the parties.)

Dated this day of , 1955.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

REPORTER'S CERTIFICATE

STATE OF OREGON)
) ss.
County of Marion)

I, B. D. Peyton, a notary public in and for the State of Oregon and an official court reporter of the Third Judicial District of the State of Oregon, hereby certify that the deposition of Chester E. Paulsen was taken before me at the time and place stated in the caption hereto;

I further certify that the said deponent was first duly sworn by me to tell the truth in answer to the interrogatories propounded to him, and was thereupon examined orally by counsel, and that the testimony so given was reported by me in shorthand and was afterwards transcribed, and that the foregoing transcript, consisting of 26 pages, numbered 1 to 26, both inclusive, is a full, true, correct and complete transcript of said testimony. I further certify that the witness was presented with the completed deposition and given the opportunity to read and correct the same, and did read the same, and thereupon subscribed his name in my presence.

WITNESS my hand and seal this day of 1955.

Official Court Reporter and
Notary Public for Oregon.

My commission expires Dec. 6, 1955.

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NOTED
State Highway Engineer

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON by and through its State Highway Commission,
Defendant.

DEPOSITION OF J. F. PUTNAM

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY, Plaintiff, vs. STATE OF OREGON, by and through its State Highway Commission, Defendant.	)

DEPOSITION OF J. F. PUTNAM

BE IT REMEMBERED that on the 10th day of February, 1955, at the hour of 10:00 a. m., in the Marion County Court House, Salem, Oregon, pursuant to stipulation between the parties, the deposition of J. F. Putnam was taken as an adverse party witness before B. D. Peyton, official court reporter and notary public for Oregon;

Plaintiff appearing by Mr. Hugh L. Biggs and Mr. C. C. Cory, of its attorneys, and Mr. Jack McDougall;

Defendant appearing by Mr. Ralph W. G. Wyckoff, Jr., of its attorneys;

WHEREUPON the following proceedings were had and testimony taken, to-wit:

MR. BIGGS: It is stipulated by and between the parties hereto, through their attorneys of record, that the deposition of J. F. Putnam, an employee of the Oregon State Highway Commission, may be taken by the plaintiff as an adverse party witness, before B. D. Peyton, an official court reporter of Marion County, Oregon, and notary public for Oregon, at this time and place, namely, 302 Marion County Court House, Salem, Oregon, at the hour of 10:00 a. m., February 10, 1955.

All objections as to the time and place of taking the deposition, manner and form of giving notice and any other irregularities in connection therewith are expressly waived. Objections as to the competency, relevancy or materiality of questions asked or answers given are reserved to be made at the time of trial; objections as to the form of questions asked or answers given are to be made during the taking of the deposition or are to be waived.

The reading and signing of the deposition by the witness is not waived.

MR. WYCKOFF: We so stipulate.

J. F. PUTNAM, being first duly sworn by the notary, was thereupon examined by counsel and testified as follows:

DIRECT INTERROGATORIES BY MR. BIGGS:

Q Will you state your full name?

A J. F. Putnam.

Q Where do you reside?

A 2240 E Street, in Springfield.

Q Springfield, Oregon?

A Yes, sir.

Q What is your occupation?

A I am a resident engineer for the Oregon State Highway Department.

Q How long have you been with the State Highway Department?

A Since August of 1939.

Q And in what capacities?

A Well, I started out as a chainman and worked right up through the ranks, taking each of the steps.

Q To your present position?

A Yes.

Q How long have you been a resident engineer?

A Since the first of January, 1952.

Q What has been your academic training?

A Well, I had two years of engineering in college.

Q What college was that?

A It was the Fort Lewis branch of Colorado State.

Q Did you get a degree from that institution?

A No, I didn't.

Q Have you since taken an engineering degree?

A No, I haven't. At the present time, I am studying an I.C.S. course in preparation for the professional examination.

Q You are not now a registered engineer?

A No, I am not.

Q Would you state your age, please?

A I am 37.

Q You are married, I presume, and have a family?

A Yes; one child.

Q And have lived in Oregon continuously since 1939?

A Well, with the exception of three and a half years in the service.

Q What branch of the service?

A Navy Construction Battalion.

Q The Sea-Bees?

A Yes, sir.

Q Were you commissioned in those forces?

A No, just an enlisted man.

Q You have had your entire career with the State Highway Commission, from a chainman and working up to Resident Engineer?

A That's right.

Q What is a resident engineer - what are the duties appertaining to that position in the State Highway Department?

A Well, I have the immediate charge of all projects which are assigned to me by the Divison Engineer.

Q Those would be projects located within the district or the area in which you are located, is that correct?

A That's right, yes.

Q And what places have you been assigned to as resident engineer?

A You mean the localities, or--

Q Yes.

A Well, it has been in the Eugene area all the time.

Q In the Eugene area?

A Yes.

Q Since 1952?

A Yes.

Q In connection with the Low Pass Section of the Siuslaw Highway, Mr. Putnam, will you tell me what you had to do with the preliminary work on that project?

A Well, I took over the location at the first of January, 1952. It had been started before that time by another engineer.

Q Who was your prodecessor?

A G. L. Decker.

Q Where is he now?

A He is located at Cottage Grove now.

Q What is his--

A He is a resident engineer.

Q You say "started" - will you amplify that a little. How far had the project progressed?

A Well, he had run almost all of the preliminary line.

Q Of the presently located highway or--

A No.

Q --was that a tentative location?

A That was just more or less a base line for us to put our cross-section or our contours on a map. In other words, we start out from one point and head for another point, and we get there by a series of angles and distances, and take our topography off of that line.

Q The profiles then, in final form, had not been prepared when you took over?

A No.

Q The preliminary engineering work had not yet been completed?

A No, it hadn't.

Q In fact, most of it was done under your supervision, is that correct?

A That's right.

Q You say the line had been run, then how long were you and your crews engaged in completing the preliminary work?

A Well, I don't recall just exactly the date that we did send it in, but it seems like it was in May sometime, that we sent the job to the division office.

Q That was May of 1952?

A Yes.

Q And you had taken over when?

A January of 1952.

Q There was then only about four months that you were actively engaged in the preliminary work?

A That's about right.

Q By the way, who was your superior?

A Mr. Tom Edwards.

Q And his title?

A Division Engineer, Roseburg.

Q He was the man to whom you made all of your reports, directly?

A That's right.

Q Now, just what data did you send in to the Divison Engineer?

A Well, we send what they call the hard-copy map.

Q What is a hard-copy map?

A It is a map on the detailed paper which shows all the contours and section corners, and the details of the country and topography of the country.

Q That is all of the surrounding country?

A Well, just the area that we are interested in.

Q The area that you are to occupy with your completed highway?

A Yes, within reasonable limits of it.

Q Extending beyond that for what - 100 feet or so on either side?

A Well, no, in this instance we covered both sides of the canyon. As a general rule, we try to cover a strip at least 600 feet in width.

Q What other data would you send in?

A We would send in the field notes.

Q What would the field notes contain?

A That would be the transit notes and the section corner ties, and also any cross sections that we would have taken.

Q Would it also include observations that you would make as to the type of the country, the topography of the country? I mean other than the actual measurements.

A No.

Q The quality or character of the soil?

A No, it wouldn't.

Q Did you at any time make such observations, Mr. Putnam?

A Well, not in the manner that it would affect the job, in any way.

Q Would you say you did not make official observations?

A That's right.

Q Who did make such official observations, Mr. Putnam?

A Well, I don't quite understand what you are driving at. Do you want it in respect to soil types?

Q Soil types and the probable nature and character of the materials to be excavated, the character of the terrain, the bottom of the embankments, and so on. That is, the nature of it - whether it was swampy or hard or soft.

A Of course, your swamps and that type of detail would be on the map; then we have the drilling crews which come in for the soil determination, and then of course we do walk the line and see what the ordinary ground is, on top.

Q Do you report on that officially?

A No, I do not.

Q You do that just for your own information, and as background for any counseling that you might be called upon to supply to your superiors, is that correct?

A That's right.

Q Would you state what observations you did make for that purpose, Mr. Putnam, and respecting the character of the terrain, the nature of the materials to be excavated, the type of ground upon which the fills were to go, and so on?

A Well, we did notice a lot of loose sandstone material that was on top of the ground, which led us to believe that there was quite a little sandstone in it. Then, of course, we observed the cuts on the old highway to see what their natural slope was, and what material was in them.

Q You would consider that important in forming some kind of a judgment as to the character of the materials that would have to be excavated, is that correct?

A Yes.

Q As I understand, this section of the highway replaced an old highway which was at a higher elevation.

A That's right.

Q So that there were some cuts - some cuts had been made in the old highway, much shallower than the big cut involved in this case?

A Oh, yes.

Q What did you observe about those cuts or about the nature of the materials disclosed by those cuts in the old highway immediately adjacent to the cut in question?

A Well, a great deal of them - nearly all of them had this tilted layer of sandstone or shale in it, interbedded.

Q Maybe you had better describe that just a little more accurately. When you say tilted, what do you mean by "tilted"?

A Well, it wasn't laying on a plane that would be parallel--

Q Parallel to the road or the ground, to the surface?

A To the earth's surface.

Q All right. Well, what wouldn't be parallel - do you mean it would be at an angle?

A Yes.

Q That is, the layers of shale and layers of sandstone would be at an angle from the linear surface of the ground, is that correct?

A Yes.

Q In about what quantities did those materials appear, proportionately, in the old cut, Mr. Putnam, as you observed?

A Well, all of the cuts showed that there was some overburden.

Q About how much overburden?

A Well, in most instances, it wasn't more than 46 feet, where the sandstone appeared.

Q Then what would there be under the overburden?

A Then would come the sandstone and shale layers.

Q Then the shale and the sandstone would alternate under the overburden, to the bottom of the cut; is that correct?

A That's right.

Q In about what proportions did you observe the shale and sandstone - quantitatively, I am speaking about - in those cuts?

A Well, there was more of the sandstone than there was of the shale. In other words, the sandstone was - just as a guess - there was probably a 3-foot layer, and maybe there was only a foot of the shale.

Q And there might be a 4 or 5 foot layer of sand stone and a 2 or 3 foot layer of shale, is that correct?

A That's right.

Q The shale was in a quantity that you would refer to as layers, is that correct - as distinguished from another technical term, lenses?

A Well, that's--

Q You don't want to talk about lenses?

A No; that's beyond my scope.

Q What would you say, as you now recall it, was the depth of the greatest cut which you observed in the old highway, Mr. Putnam - adjacent to the proposed cut, or immediately contiguous?

A I imagine 40 feet would be the greatest, at the most.

Q Would that be the cut that would be immediately adjacent to the big cut?

A No.

Q There was another deeper cut than that some place?

A Yes.

Q Was that the cut that you come through on an ascending grade before you reach the summit or the highest point of the highway, opposite the proposed cut?

A It would be coming from the east, and it would be east of the summit.

Q So it would be on the ascending grade?

A Yes.

Q Could you tell us, in that cut - you say it is a 40-foot cut - about how many, and this would have to be an estimate, about how many alternate layers of shale and sandstone you observed?

A Oh - I wouldn't even guess, on that, because I have no idea at all.

Q Well, in the 40-foot cut, would it be more than 4 or 5 or 6 layers of each?

A Well, I would say possibly there would be 6 layers.

Q Of each - would you say?

A Yes, around there. From 3 to 6 layers, something like that.

Q And from your experience as an engineer, a resident engineer or other experience you might have had with the State Highway, would you have an opinion whether, with modern equipment, the materials that you observed in the old cut would, for the most part, have been removable by digging, without the use of powder and blasting?

A Well, no, I wouldn't have an opinion on it. The only one that I would have was that when I was conducting some of the contractors over the job, they looked at that, and some of them thought that it would be diggable and some thought that it wouldn't. I have no opinion on that, myself.

Q You have no opinion on that?

A No.

Q Have you ever seen contractors operate in similar cuts?

A No, I haven't.

Q You have never seen anything quite like this material in your experience with the State Highway Department?

A Well, I will have to say that this was my first job.

Q I see. You had served, I presume, as assistant resident engineer on other jobs?

A No, my previous experience had been in the location field.

Q Well, now, Mr. Putnam, you spoke of observing some loose sandstone on the surface of the cut. Would you describe that a little bit?

A Well, it was just - there were boulders lying on top, on the surface of the ground.

Q What sizes would they be?

A Well, they would vary from pebbles, you might say, up to maybe a cubic foot.

Q Do you think you saw any boulders on the surface of the hill, in which the big cut was made, as large as a cubic foot?

A Well, there was very little surface indication of rock, on the big cut.

Q I see. Then - so that what you did observe may have been a few pebbles, but you saw nothing indicating an outcropping of hard rock in that cut, did you?

A Well, there was a Forest Service road that went across the hogback on the summit, and just to the left of our centerline a few hundred feet there was definite sandstone outcroppings, on that road.

Q That would be on the hogback, and to the left of the centerline of your proposed highway?

A Yes.

Q What would that - you say outcroppings - would you describe that a little? Was it essentially a rocky road?

A Well, it was very definitely taken out of - the road itself had been cut out of the rock.

Q How much of a cut was there in the hogback for that road?

A Well, probably around 18 feet.

Q Was there that much?

A Well, if it - I would say there was probably between 10 and 18 feet.

Q But within that cut or depth there was no rock in a quantity that would have required blasting, by modern methods, was there?

A Well, of course, this road was just a cat road, and they just more or less uncovered and took off the weathered portion of the sandstone.

Q Down to 18 or 20 feet?

A Well, yes.

Q Now, you said that there were drilling crews there while your locating crew was there, Mr. Putnam. Will you tell me what those crews consisted of?

A There was a driller and his helper.

Q Just the two men?

A Just the two men, as I recall.

Q Who was the driller?

A It was a man by the name of Barrickman, I believe.

Q Barrickman?

A Yes. I am not personally acquainted with the man, other than talking to him a few times on the job.

Q Where is he located now?

A I have no idea.

Q Was he a regular employee of the State Highway Commission or did he just come in on contract to do that work?

A At that time, he was a regular employee of the Commission.

Q Had you known him before?

A No.

Q Did he nominally work under your supervision?

A No.

Q To whom did he report?

A Mr. Weber, in the Salem office, I believe.

Q What kind of equipment did he use?

A He had a churn drill.

Q Would you describe that for us?

A Well, it is a bit on the end of a cable that they just raise and let it drop, and raise and drop, and it churns up the material, and they bail that out.

Q It isn't a power drill in the sense that they are drilling under force?

A No, it's just a drop drill.

Q Just a drop - gravity?

A Yes.

Q Is it a heavy bit that they use?

A Yes, it has about a 10-foot piece of steel, then the drill is connected to that.

Q And how would the materials be removed, or were any materials removed by that drill?

A Well, if the drill itself didn't remove the materials, then they had a bailer that would go down and pick up the material, and bring it to the surface, and they would take samples from that.

Q The material that came up was ground up in small samples - I mean in small specimens? The process of the drill sinking would create very small particles of the material through which it passed, is that correct?

A That's right.

Q How large was the drill hole?

A About 6 or 8 inches.

Q In diameter?

A Yes.

Q And the bailer would be the container that would be dropped down there just to pick up the material?

A Yes.

Q So when the material came out, it was just a mass of various types of material without any indication as to the form in which it existed underground?

A That's - well, as far as my knowledge of it, it would be that way.

Q How long was that drill crew there, in sinking its drill hole, Mr.--

A I don't know the exact length of time they were in there. They came in during February, and moved out sometime in March.

Q Just the two of them - were they the only ones working there?

A Well, the geologist would make occasional checks with them.

Q Who was the geologist?

A I'm sorry, I can't recall.

Q He would be out there from time to time to see what they were doing, is that correct?

A Yes.

Q How deep did they sink that hole?

A 160 feet.

Q That was within 40 feet of the bottom of the proposed cut?

A Well, I wouldn't be able to say about that, because - well, it would be between 20 and 40 feet from the bottom of the cut.

Q You wouldn't know the depth of the cut right at the point where the hole was sunk?

A No.

Q But at its greatest depth, the cut was--

A At its greatest depth, right at the peak, I think at one point we had a depth of 200 feet; 200.2, I think.

Q How far from the peak of the summit was the drill hole sunk, Mr. Putnam?

A It was about the elevation - the same elevation as the old road, which would be around 1175, I believe.

Q Was there more than one hole sunk?

A No, just the one.

Q Why was that particular place selected to sink just the one hole?

A I couldn't say. I had nothing to do with that.

Q Were you consulted about that?

A No.

Q Did you make any recommendations concerning it?

A No.

Q Do you know whether your superior made any recommendations concerning either the location of the test drill hole or the number of drill holes that should be sunk?

A No, I wouldn't know.

Q That wasn't within your knowledge at all?

A No.

Q Were you subsequently furnished a log?

A Yes, I was.

Q Of the test borings?

A Yes.

Q What did you do with that log, Mr. Putnam?

A I still have it in my files.

Q I mean what use did you make of that log, as resident engineer?

A Well, as resident engineer, the only use that I made of it was to make copies of it, to give to the contractors as they came in for inspection of the job.

Q That is, when they were preparing to bid on the job, is that correct?

A That's right.

Q And on whose instructions did you give this log out to contractors?

A The Division Engineer's.

Q The Division Engineer instructed you when you got your supply of copies of the log, to give them out to any prospective bidder on the job who requested them, is that correct?

A That's right. They sent me one copy, then I made copies to furnish them.

Q Now what part did you have, Mr. Putnam, in preparing the plans and the profiles in their final form?

A We worked up the quantities, and laid the ground line.

Q When you say "worked up the quantities" - will you amplify that for us?

A We estimated the amount of excavation and embankment, and the materials needed for surfacing; and then we laid the grade line. Of course, this is all preliminary work.

Q I understand.

A And figured our quantities and how they would haul.

Q How do you mean -"how they would haul"?

A Well, we make up a mass diagram of the distribution of the materials.

Q And will you explain that just a little. By that diagram, you mean you show graphically where excavation material from a certain point goes into embankment at a certain point?

A That's right.

Q And that covers, that diagram is made for the entire project?

A Yes.

Q So that, by way of illustration, if you had, immediately to the west of the big cut, a fill calling for 25,000 cubic yards of material, you would indicate on that diagram from what part of the big cut that 25,000 yards is to be obtained to put into that fill, is that right?

A Well, the most economical way of doing it. We don't require that the contractor haul as we diagram--

Q I understand.

A --but that he will be paid on that basis, that it will be the most economical haul.

Q By reason of the cost to the State, you mean?

A Well, they claim that the mass diagram is the most economical haul.

Q That is your job to determine which is the most economical haul?

A That's right.

Q And your desire then will be to make the hauls as short as possible, is that correct?

A Well, it is a little more complicated than that.

Q It is, I know that.

A We take our quantity sheets and work up the excavation and embankment between all of the stations, straight through the job.

Q By that, you mean you determine how much between certain stations is to be excavated and how much is to be filled?

A That's right.

Q Between certain stations?

A Between certain stations.

Q And theoretically, if you can balance each station by having the same amount of excavation that you have fill, that would be preferable because you would have no overhaul, is that right?

A That's true.

Q I mean that would be desirable?

A Yes, that would be desirable but it is very hard to do.

Q But if you can't do that, then you try to figure which would be the shortest theoretical haul for the overplus to a place where an approximately equivalent amount of excavation is required for fill; is that right?

A Well--

Q I realize that may be oversimplifying it.

MR. WYCKOFF: Do you understand the question?

A No, I don't really understand what you are driving at.

Q Assume then that within a particular station you have more excavation material than you have embankment; now what will you try to do with that excess excavation material?

A Well, that comes back to your diagram again. You have to start out right from the beginning of your job, and work your diagram through, working up ordinance for each station. Then you come up with - well, for instance, an excavation is always ascending and an embankment is always descending. And after you have worked up your whole job where you are supposed to come out with naught-naught, a balance line, so that your excavation equalizes your embankment, on your mass. Then you have a line of theoretical - a perfect one would be one going straight up and coming right down again. Then you take out the 600 feet free haul, and they have a specification of a 1200 foot short overhaul; and actually, as far as the ground profile itself is concerned, it really doesn't enter into the mass diagram, with the exception of course that your cuts and your profiles are on your diagram that way.

Q Except that you do try to keep it within that 600 yard free haul, don't you?

A No, on the standards of today, that's almost impossible.

Q Then in preparing a mass diagram, don't you have to take into consideration too the swell factor of the excavated material?

A Yes, we have to take in the shrink or swell,--

Q The shrink or swell?

A --of the material that comes out; after the job is completed, we get a definite answer to that, but before that, during the location, we have nothing definite as to an assumption that it will do such and such.

Q What do you base your assumption on, Mr. Putnam?

A Well, I don't base mine on anything because I am usually told what factor to use.

Q What were you told to use on the materials from the big cut?

A We didn't try to break down the job as - per cut; we used the job as a whole, for a factor. My instructions on that were to try to obtain the factor of zero, straight across the board.

Q That would be substantially one to one?

A Yes.

Q That is, that you treat the excavation materials as filling an equivalent amount of space in a fill?

A That's right.

Q So that it would be compactible to practically the same solidity that it was in - that the excavation materials were in at the time of removal?

A That's right.

Q Who gave you those instructions, Mr. Putnam?

A The Division Engineer.

Q Was that a matter of discussion between you and him at all?

A Well, yes, we discussed the type of material that we thought was in the country, and through his experience of what has happened all through the coast country, he thought that one that would go straight across would be the closest to what we would come up with.

Q And would that involve the different kinds and types of materials compensating each other, the swelling factor in one offsetting the shrinkage factor in another?

A Yes, it would.

Q Would that involve anything like an anticipation of what you did actually run into in the big cut, Mr. Putnam?

A Well, it would in that that was what we thought it would do; that the general run of that type of material that we thought was in there, would come up that way.

Q You mean that you anticipated the type of material and the proportion of quantities of materials that were removed from the big cut?

A No.

Q That is what I meant.

A No.

Q You didn't anticipate that?

A No, we didn't anticipate that.

Q You expected actually a more friable material in the big cut than you actually found, didn't you?

A No, we didn't anticipate anything friable; in fact, we figured that there would be quite a considerable amount of blocky material.

Q What size blocky material were you thinking of?

A Well, we didn't consider the size of it at all, just however it came out - that we would have sandstone and shale in the cut.

Q And what were the offsetting factors - you would expect that to swell, wouldn't you?

A Not necessarily, no.

Q You didn't expect any sandstone blockage or shale blockage, blocky material, that would have an appreciable swell factor?

A Not an appreciable swell factor, no.

Q What is an appreciable swell factor? I have used that word and you adopted it - can you tell me what we are talking about?

A Well, it is just grasping at straws when you said appreciable, perhaps; but as I said before, we thought it would go very close to straight across the board, that our excavation and our embankment would actually come out very close to each other.

Q What actually was the quantity of blocky material that was removed from the cut, proportionately?

A I have no way of knowing.

Q Have you a judgment on that at all?

A Not the proportion of blockiness of it.

Q	By blockiness - well, would you have a judgment as to the amount of material from the big cut that required secondary drilling?

A	I don't recall any secondary drilling. There may have been a few - but I never did witness any secondary drilling.

Q	Well, by secondary, you know what I mean, do you?

A	That they had to re-blast it to handle it.

Q	Where the rock came out in such big chunks that they couldn't remove it with the trucks and shovel without breaking it up again. You never saw any of that?

A	I never did see any of that, myself.

Q	What proportion of the material removed from the cut had to be blasted to be removed?

A	Well, I would say the biggest portion of it.

Q	The biggest portion of it required blasting?

A	Yes.

Q	Do you know upon what centers the drilling was done?

A	Well, as I recall, it was 6-foot centers, with an intermediate.

Q	What do you mean by intermediate?

A	They would place four holes on a 6-foot center, and one in the center between the four.

Q	Have you made notes on that, or is that just your recollection?

A	Just my recollection.

Q	It could have been 4-foot centers, could it?

A	Yes, it could have been.

Q Are there any standards required by the State on that?

A No, there aren't.

Q From your experience in blasting, would you say that 4-foot centers was extremely or unusually close blasting?

A I have no opinion on that whatsoever.

Q Have you ever had any experience with blasting, Mr. Putnam?

A No, I haven't.

Q Well, would you just describe for us what you observed the size of the materials to be after they had started their blasting, that were removed from the big cut.

A Well, I would say that 90 percent of it was - or even a little higher percentage, was removable by a 2½-yard shovel after they finished blasting.

Q By a 2½-yard shovel?

A That was what it was, wasn't it, Jack? A 2½, yes.

MR. McDOUGALL: Yard - yes.

A Yes.

Q What would be the largest dimensions of material that could be removed by a 2½-yard shovel - a 2½-yard chunk, could that be removed by a 2½-yard shovel?

A Well, more than a 2½-yard chunk - if it weren't the proper width to fit it, it could always stick out beyond the bucket.

Q So that some of the material was probably - or some of the 90 percent that you were speaking about that could be removed by a 2½-yard shovel - probably was in individual sizes in excess of 2½ yards of mass, cubic yards of mass; is that

Q Are there any standards required by the State on that?

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Q By a 2½-yard shovel?

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MR. McDOUGALL: Yard - yes.

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Q So that some of the material was probably - or some of the 90 percent that you were speaking about that could be removed by a 2½-yard shovel - probably was in individual sizes in excess of 2½ yards of mass, cubic yards of mass; is that correct?

A Some of them, yes.

Q And some of the material might have required secondary drilling, but you don't recall seeing it?

A As I say, I didn't see any; however, I do recall that there was one or two chunks that would have had to have been rebroken in order to get them to the fill.

Q Of that 90 percent removable by a 2½-yard shovel, could you break that down a little bit more; about what percentage of it was in solid chunks of as much as a cubic foot or more?

A Oh, I couldn't even--

Q Would you say a good deal more than half of it was probably in that size, Mr. Putnam?

A No, I wouldn't say, because I really didn't look at it from that viewpoint of what the size of the material was.

Q Well, what would be - what in your judgment was the swell factor of the type of material that had to be blasted from the big cut?

A I have no idea. I wouldn't even say that it would swell for sure. We really - that's just one of those things that can't be anticipated, because of the size of the material and the filling of the interstices.

Q Well, would it be possible to take chunks of as much as a cubic yard and compact it to a one-to-one? I don't mean by putting it through a pulverizer, but in the ordinary manner of excavating and filling.

A Well, if you take a one-yard chunk and place it in the fill, then you have continual traffic over it with your bulldozers and the rest of your hauling equipment, and you also have weathering, it is bound to weather off some; you are going to get some fines, and then you do have fines in each load which will tend to fill your voids in it, so I would have no idea whasoever as to what percentage shrink or swell.

Q Well, from the proportions or quantities of that size of material, would you say that if it alone were put in an excavation that there would be enough loose material to fill in all the voids, and you would have no swell, or would you have to place that very carefully over the entire project where you would be using a great deal of dirt to fill the voids? Do you see what I mean?

A Yes, I see what you are driving at, but I just couldn't come right out and say that it would or wouldn't.

Q Well, I just wanted your opinion, Mr. Putnam. And to make it perhaps a little easier to understand, let's assume a hypothetical condition that might have prevailed - I don't know - but let's assume that your mass diagram called for the placement of all of the excavation material from the big cut, which I think was roughly in the neighborhood of 507,000 cubic yards, into one fill calling for 507,000 cubic yards, one embankment calling for that much excavation material. Would you say that in a fill of that size that the materials from the big cut would not have swelled way beyond the in-fill, way beyond the proportions of one-to-one?

MR. WYCKOFF: Do you understand what he means?

A Yes, I understand what he means. But the thing of it is, so much depends on the conditions in which it is placed.

Q Well, let's just assume a fill of that size, or embankment of that size, if you prefer the word embankment to fill.

A Well, it's possible that - if it, however it came out, that it might go to a swell; and at the same time, it could be very close to straight across, especially--

Q How could it--

A --with that type of material, with the shale layers in there that we had, which went completely to powder after they were out, air-slacked to powder after they were out, and those things would drift right down through the voids and tend to fill in.

Q You were out on the job almost every day, weren't you?

A Well, off and on, yes.

Q Wouldn't you say that you saw it every day?

A Not every day.

Q Well, you saw the removal of every 5-foot layer of that big cut, did you not?

A Well, yes.

Q Personally, you saw every layer of that?

A Yes.

Q And you have seen the cut in its completed form, after the interior has been completely exposed to a cross-section view, have you not?

A Yes.

Q Now from that observation, would you have an opinion as to the proportion, quantitatively, of shale to sandstone?

A No, I wouldn't.

Q Wouldn't you even hazard a guess?

A No, I wouldn't even hazard a guess, percentagewise.

Q Well, would you answer this question - would you say there was as much as 20 percent shale, to sandstone?

A Well, I - I would just hazard a guess that it was possibly more than 20 percent.

Q I would just like to have you make your guess.

A I don't like to commit myself even on a guess.

MR. WYCKOFF: I think we have gone far enough on that.

Q Did you make any attempt to measure that?

A The cut itself?

Q Yes, sir.

A Not after we - we measured the bench.

Q Did you observe - or can't you now observe from the slopes, the approximate relative width of the layers of shale to the layers of sandstone?

A They can be observed very easily.

Q Have you observed that?

A I have observed it, but I have never taken note of how wide each layer is.

Q Even to the point of saying that one is wider than the other?

A Well, I would say the sandstone was wider than the shale.

Q But you don't now want to say how much wider it was?

A Well, I don't want to hazard a guess on it because I haven't observed it that closely or with that in mind.

Q Now, reflecting on that observation, would you say whether or not the condition, that condition - and I am speaking now of the relative width of the shale layers to the sandstone layers - differed from what you observed in the cuts on the old highway?

A No, I would say they were quite similar to some of the cuts that were observed.

Q Would you have in mind a particular cut which you think is similar, on the old highway, which you would think was similar to what was revealed by the big cut?

A Well, the one right on the summit showed the sandstone with the shale layers.

Q I am speaking now about the relative widths. Would you say that the slope of the cut on the old highway showed shale layers no deeper or thicker than the shale layers predominating in the big cut?

A I wouldn't say that, no, because I wouldn't know.

Q Well, I was asking you in this hypothetical question if you took the materials from the big cut and put them into an embankment of the same original yardage, whether or not there would be any - in your opinion, any swell. I believe you stated you were not sure, that there might be other factors which might overcome any tendency to swell, referring to the amount of shale that there was.

A Well, that was just a contributing factor.

Q You wouldn't say there was enough shale to fill the interstices or interspaces or voids?

A I wouldn't say that there was and I wouldn't say that there wasn't.

Q What else would there be? You said some weathering?

A Well, weathering of the sandstone.

Q Would the blocky material that was placed in the core of that fill, blocky excavation material that is placed in the core of the embankment, would that weather?

A Well, it depends, of course, on your time of operation.

Q What do you mean by weathering?

A Well, just the fact that due to weathering that it will--

Q You mean exposure to the elements?

A Yes. It will disintegrate, and some of the fills out there - a fill just west of the summit laid one full winter, and we do have water in that fill right now, which would tend to give you some breakage.

Q It would give some breakage?

A Well, breaking down or weathering of the sandstone.

Q The water would rise through the center of the fill to the surface, and although the material in the center of the fill was completely protected from the outside elements, the water would cause a weathering?

A Well, it would cause some degree of breaking down of the rock, yes; after heavy loads, in my opinion, it would.

Q In what degree?

A Well, I'm no geologist or anything like that, in knowing how that reacts, but that's just my own opinion.

Q Is there any other element out there that might account for it - referring to subsidence?

A Yes, there would be.

Q What do you think would be the amount of subsidence resulting from the placing of the blocky material from the big cut in embankment?

A I have no idea what the amount would be.

Q It would be greater than if it were just dirt or shale?

A Yes, - well, your subsidence is really caused by weight more than blockiness of material, so to say that sandstone would subside more than dirt--

Q You don't know whether it is heavier than dirt or shale?

A Well, sure, it is heavier.

Q Then it would create more subsidence than a lighter material?

A It could, yes.

Q Have you recross-sectioned the fills since the completion of the project?

A Yes, we remeasured the tops; of course, as far as the sides of the slopes of the fill were concerned, the material is quite uneven and it would be very hard to get an accurate remeasure.

Q Did you attempt to do that? I am speaking now of the sides of the fill.

A No, we checked on our slope stakes.

Q Tell me what that process is.

A Well, at the toe of the slope are the stakes which we give them to start their fills from, to see that they were out to the stakes, or not over them. Then we took our distances on the top.

Q Lineal distances, or lateral?

A Lateral, horizontal and vertical. In other words, we took the elevations of the shoulders of the road, and distances from centerline.

Q From centerline to shoulder?

A Yes. Then we had the elevations of the slope stakes and their distances from the center.

Q That would give you data from which you could determine whether the width of the road and the elevation of the road, through the fills, were according to the profiles?

A That's right.

Q Is that right?

A Yes.

Q And tell me - did they check with the profiles?

A We had a little extra width.

Q About how much extra width did you have?

A Well, we really - I couldn't say just exactly how much, because we had one slide that we had to waste over the shoulder.

Q Where did you dispose of that material?

A You mean by stationing?

Q Yes - or did you just let it widen the highway at that point?

A We carried it from the slide up the hill, into the next hill, and widened out that portion of it.

Q Well, would that be appreciable? By appreciable - would it be as much as a foot or two wider in those places?

A Well, in that particular instance, it was probably 3 feet wider.

Q Would the entire highway, this section, be somewhat wider than the original plans or profiles?

A In all instances it was as wide as it was supposed to be.

Q And in many instances, would you say, in excess of the width?

A There were a few spots in excess. Sometimes a half a foot.

Q When you say a few, would you mean a dozen spots?

A Well, it would go by lineal - because you couldn't just say one spot was wider than the next.

Q Would you say that more than 50 percent of the length of the highway had an increased width after completion, over the width called for by the plans?

A No, I wouldn't say more than 50 percent. It depends on what you mean by overwidth.

Q Well, I mean anything from 6 inches over.

A No, most of it was probably running around a half a foot. On the west side of the summit it was all very close.

Q Now that accounts for width and elevation; what about fullness of the slopes? You didn't attempt to recross-section that, I understand.

A That's right.

Q But was there an excess fullness to the slopes - that is, a bulging between the toe stake or stake at the toe of the slope, and the top of the shoulder of the grade? And by bulging, I mean expansion out from a straight line between those two stakes, on a computed degree of slope.

A Well, that would be awfully hard to determine because of the type of material that was on the slopes. It was very rough. In some spots, there could very well have been a bulge, and in other spots possibly it could be a little concave.

Q I was wondering if there were any that you know of that were concave.

A Not that I know of, no.

Q In fact, you really had more material than you needed out there, if you had built the highway strictly to the original specifications, did you not, Mr. Putnam?

A Well--

Q That was the reason the highway was widened in places?

A Yes, it was widened in places, I suppose you could call it that. Of course - again, that type of material is awfully hard to make it come out.

Q What type of material?

A Well, the type that was encountered out there, rocky or blocky.

Q The type of material that came from the big cut?

A Yes.

Q And the easy way to dispose of the excess to avoid long hauls would be to widen the highway and to fill the sides of the slopes some; is that correct?

A That's right.

Q Did you actually, in addition to that, have occasion to waste material - that is, did you haul some material up a draw along the highway, Mr. Putnam?

A Well, we didn't consider that wasted material.

Q Well, perhaps that is the wrong word. It wasn't used in the highway grade?

A We had to make a random fill up a canyon in order to take care of the water, but that was figured in, in the plans.

Q Was that in the plans?

A Yes, it was, because we couldn't--

Q Are you sure of that now?

A Well, no, I'm not sure now.

Q I think we have the plans, if it will help you to look at them.

A Undoubtedly it wouldn't have been shown separately. It would have been shown in the distribution.

Q Well, I think I have here the plans and the profiles; would you see if it shows there. (Handing plans to witness.)

A As I say, if it was shown, it would be in the earth distribution. It wouldn't show--

Q I will have to ask you - I am not familiar with the plans and profiles enough to tell. If you will just look them over and then tell me whether they do show.

A It doesn't show, actually, that we are having to fill that part.

Q I see. Now do you recall when the problem arose, and whether or not it was an on-the-spot decision - if that wasn't something you yourself participated in, in recommending?

A I'm afraid so.

Q It was a condition that arose on the job?

A It was, as I recall. We contacted the Division Engineer and got permission to do that.

Q About how many yards did you place in that canyon fill, Mr. Putnam?

A I couldn't say right at the present time.

Q Would your field notes on that point help you?

A Not these field notes. It would have to be in the final quantities.

Q If you would give me an estimate, I wouldn't hold you to its exact accuracy, but I would like some idea of approximately how much. I mean by that, that it would be subject to your checking by data that is not now available to you.

A Well, just a minute. (Examining papers.)

A Well, just as a guess, I would say it must have been close to 12,000 or 15,000 yards.

Q Was there then any other material than the excavation materials available for embankment during the course of the construction of the project, that you now recalll, Mr. Putnam?

A Well, we had two detours which would give us extra excavation.

Q By "detours" you mean--

A We had slides on our slopes and we had to move the present highway back into the hillside in order to maintain traffic, and we got nearly 20,000 yards out of those two detours.

Q And the slide?

A No, not the slide.

Q You got about 20,000 yards out of the detours, and about how much out of the slide?

A That wasn't figured separately. When we recross-sectioned we just took the slide slope.

Q Would you have an estimate how much that would be, just an estimate, compared with the amount of material from the detours?

A Well, it would probably - it would be easily half as much as the detour, possibly more.

Q 10,000 yards, maybe?

A Yes.

Q Was there some other source?

A Of exaavation?

Q Other than - well, yes, of excavation.

A We daylighted two cuts which weren't on the plans.

Q You say daylighted them - you made an open cut?

A Yes.

Q Where you had planned a tunnel?

A No, if you are in a thorough cut where you have to cut on both sides of the road, where one side is quite a bit smaller, then we do what we call daylight it - take out the cut on that side of the road.

Q Then divert the highway?

A No - if you have a large cut on one side and a slight one on the other, we just knock this clear off. (indicating)

Q About how much do you think you got out of that, that you handn't planned on?

A We got possibly a couple of thousand yards; 2,500, possibly. Those are very rough guesses, because I don't recall exactly.

Q Yes, I understand.

A The only one that I do recall is that we took some 4,000 yards out of one cut to replace a slide fill. We did that after the first of 1954.

Q A cut to replace a slide fill?

A Yes.

Q I don't follow you.

A Well, we had a portion of our fill just west of the summit that slid out during the winter, and we had to replace it, bring it back up to grade.

Q You didn't use the material that slid out, but you got the material by excavating at some other source?

A That's right.

Q And the material that slid out would be waste material?

A That's right.

Q And you had to replace that?

A Yes. It wouldn't enter into it.

Q Did you have anything to do with the determination of making a cut through the summit, rather than a tunnel, Mr. Putnam?

A No, I didn't.

Q You were not consulted about that at all?

A No.

Q Would you tell me now, Mr. Putnam, what you observed about the opening of this big cut - the methods of the contractor and the conditions he encountered and how he overcame them, and what he did and so on? Just a brief chronological statement of it.

A Well, he started out with his dozers, pushing the topsoil off for approximately 20 feet, and then hit the sandstone.

Q That was right at the peak of the summit?

A Yes.

Q On down on the sides, did he take all of the overburden off of the whole hogback first?

A No, he didn't take all of it off at once. He had his slope lines, and bringing it down, pushing it into his fills off the ramps. Then when he struck the rock, he started systematic blasting.

Q At about what distance did he strike the rock?

A Well, on the old road side, I think it was probably right around 18 to 20 feet.

Q On the far side of the old road, what was it?

A Possibly about the same.

Q Then he started systematic drilling?

A Yes.

Q And I think you said something about that before, his centers, at least, but would you tell us what that drilling was - how he drilled?

A Well, I never did measure the actual centers of the holes, but I was told that they were 6-foot centers, with an intermediate.

Q How deep would the holes be sunk?

A They were going 20 feet, I think. I think they had one that was - a D-8 which might have had a little longer steel on it, 24 feet maybe; I'm not sure.

Q Would a layer of holes be placed clear across the surface of the bench that he was working on at the time?

A Well--

Q Or would it be done in sections?

A In sections more or less laterally with the centerline.

Q First the holes would be dug, the powder would be placed in them, and it would be blasted, then the shovel would come in and remove it; is that correct?

A That's right.

Q When you said systematically, do you mean that after 18 or 20 feet he had then to drill everything, and blast everything from there to the bottom of the grade?

A That's right. He attempted using these rippers but it wasn't successful.

Q Were you there and observed him using the rippers?

A Yes.

Q What is a ripper?

A It's a - two large teeth that is drug behind a tractor, a caterpillar, that is supposed to get underneath the rock and rip it out.

Q That is, if you had shale, if you had thick enough layers of shale, they would rip the shale out from underneath the rock and the rock would fall of its own weight - is that the way they use them?

A No, it would pull them to the surface. If they could get into a layer of shale underneath the sandstone, they possibly could have rolled the sandstone out.

Q Why couldn't they get into the shale underneath the sandstone?

A For one thing, the dip on the - the slant of the layers of rock; they couldn't get into them.

Q Would the thickness of the layers of rock also have something to do with it?

A Yes.

Q And would the thickness - to use the converse word - of the layers of shale have something to do with it?

A Possibly so.

Q So from there on, it was constant drilling. Now would you comment upon the efficiency of his work? First, I will ask you - in doing that work, did the contractor fulfill all of the specifications called for by the contract?

A To my knowledge, yes.

Q In fact, that was your job to see that he did?

A Yes.

Q He met the requirements for blasting and all that sort of thing?

A Yes.

Q Now were the conditions which he encountered such that he could, in your opinion, have used more equipment or more machinery or more personnel to have done the work any faster or more economically than he did do it, Mr. Putnam?

A Well, I have not had enough experience in the construction game to be able to really give a reply to that, but as far as I could see, there was nothing wrong with his operation.

Q How much equipment did he have working in that cut?

A He had two shovels, and always had two cats up on the top, and various Tournarockers - three, I believe - and two Euclid dump trucks.

Q Was the space in which he was working such that it could have accommodated any more equipment than he was using, Mr. Putnam?

A Not in the method that was being used. He was taking down one side and using the other side for drilling operations, while he was cleaning out the other side that was shot.

Q Which would seem to be the most efficient way of handling his men and his time, is that correct?

A Yes.

Q Then at some point were the profiles - or slope of the cut changed, Mr. Putnam?

A Yes.

Q The projected or proposed slope of the cut was one-to-one?

A That's right.

Q Then at some point, it was reduced to a one-half to one?

A That's correct.

Q Did you participate in the decision changing the slope?

A I was present when the announcement was made that we were going to do that.

Q Where was that announcement made?

A It was when Mr. Edwards, the Division Engineer, came on the job and said that it would be all right to pull in the slopes to one-half to one.

Q What were the considerations that entered into that decision, so far as they were made known to you, Mr. Putnam?

A Well--

Q First I will ask you - did you concur in that decision - was your counsel sought and did you concur in the decision to bring in the slope?

A No, my counsel wasn't sought.

Q All right.

A What was the question again?

MR. WYCKOFF: We had two or three of them there.

Q Well, this was a preliminary question - you said your counsel wasn't sought in the decision. Now I will ask you what were the considerations leading to the conditions of reducing the slopes, so far as they were made known to you?

A Well, Mr. McGary, who was the superintendent or vice president or some such officerin the McDougall Company, approached me beforehand and asked if we would have enough material, if we could not pull in the slope to the one-half to one, in order to help them out a little bit so it wouldn't cost so much to take it on down to grade. That was transferred on to Mr. Edwards, and Mr. Edwards talked to Mr. McGary, I believe, and I think Mr. Smith was in on it too, and they made the final decision that it was to be pulled in.

Q Was that also to the advantage of the State, Mr. Putnam - or at least without disadvantage to the State?

A Well, it has proven to be quite a disadvantage because we are having an awful lot of slough-off now on that one-half to one slope, where it doesn't show on the benches where we are catching too much ravel.

Q Well, your benches are catching ravel?

A We are catching some ravel but we aren't getting the blocky stuff like we are on the one-half to one.

Q You are getting blocky stuff?

A Yes. At one time, one lane of the road was completely closed by the blocky material.

Q If those slopes hadn't been changed, how much more fill material would they have produced, or embankment material, would the excavation have produced than in fact was produced after the slopes had been pulled in?

A Well, there was approximately 25,000 yards left in the cut.

Q Have you actually computed that or is that just an estimate?

A Well, my figure of 25,000 was an estimate, but that was actually computed.

Q It wouldn't be 40,000?

A No, it wouldn't be 40,000. There was an original estimate now, Jack, of 40,000 - but what we did on that, we figured for the total length of the cut, and we lost nearly 50 feet on each end, or more, where we had the material - where we had to cut off the ends of those cuts. Do you recall that?

Q Well, this is off the record. I have no objection to his answering, but it should be off the record.

(Off the record discussion.)

(Question read.)

A It is right around 25,000, anyway.

Q Before the decision was made to pull in the slopes, you knew then that you wouldn't require that additional 25,000 yards for fill material; is that right?

A We estimated that we wouldn't have to.

Q And in fact, as it proved, you didn't require it?

A No.

Q You had more fill material than you really expected?

A We had enough to take care of what was left to be done, yes.

Q What is the usual, or the standard, degree of slope in a sandstone cut, Mr. Putnam?

A Well, we have a set of standards which say that we are not supposed to go steeper than a one and one-half to one unless specifically authorized to do so.

Q One and one-half to one?

A Yes.

Q That would be--

A One and one-half out, to one up.

Q This would be a steeper slope?

A One to one is a steeper slope than one and one-half to one. In other words, a one and one-half to one slope is what an embankment usually rests on.

Q I may be getting a little confused - I am speaking about a sandstone cut, not an earth cut.

A That's what I was trying to lead up to; our standard specification is nothing steeper than one and one-half to one, unless authorized to go steeper.

Q That would be less steep than a 45-degree angle?

A That's right.

Q All right.

A In this instance, we observed the present slopes on the highway, the old highway, and measured them. We knew that they had been put in at one-half to one and they had raveled back to three-quarters to one, or better. So a one to one slope was indicated, it would be our absolute minimum, and with the quantities we needed, the one to one slope worked.

Q Then when you got down to near the bottom of this cut and got into so much sandstone, you determined that a one-half to one would be satisfactory, from what you had then observed about the nature of the rock; is that correct?

A Well, I don't know what they thought on that score. That was strictly the--

Q The decision of the others?

A The decision of the others.

Q Was the whole job staked to the same one to one slope?

A That's right.

Q Standard. There was no change for the big cut except as you pulled the slope in?

A Just that one.

Q Well, what is the slope on a dirt cut; is that still one to one?

A No, as I say, one and one-half to one is our standard.

Q Is that standard for an ordinary dirt cut?

A That is what we have been ordered to do. Of course, like I say, with special authorizations - but depending on the height of your cut, and other things enter into it; but dirt will stand on a one to one.

Q What was the time allotment for the completion of this project, Mr. Putnam?

A It was let in July of 1952, and the completion date was the 31st of August, 1953, I believe.

Q Thirteen months from the time of the letting?

A Approximately, or fourteen months.

Q Would you say that if the contractor had not encountered conditions requiring blasting in the big cut that in all probability the contract would have been completed within the time fixed?

A Well, the weather gave us an awfully bad time. It would be hard to say.

Q When - what were the delays caused by the weather, Mr. Putnam?

A Well, we had an awfully late spring last year.

Q We are speaking not about 1954 but 1953. It was 1953 when the work was to be completed, was it not?

A Yes, 1953. But to be able just offhand to say how long it would take him to complete the job, I wouldn't say - if he had hit the rock or if he hadn't, whether he would have been able to complete it, I don't know.

Q Was there any weather delay of any considerable amount?

A We had a very good first year; we had a late beginning, the next year.

Q That would be the spring of 1953?

A Yes.

Q He started in August - or the contract was let in July, 1952, and he was able to work well that fall?

A Yes, and up into November.

Q Up to when?

A November.

Q Then the work had to shut down until fairly late spring of 1953, or did he have a good year?

A It was a fairly late spring in 1953.

Q Was a request made for an extension of time?

A Yes.

Q Was your approval or recommendation on that required?

A No, I just forward them to the division office.

Q With a recommendation?

A I didn't make any recommendation on this job, as I recall.

Q Why was that - were the superiors themselves well advised of the conditions?

A Yes.

Q They were out there all of the time after the rock work commenced - I don't mean all of the time, but frequently?

A They made their periodic inspection trips.

Q More frequently than on an ordinary job, would you say?

A No, I wouldn't say that.

Q Weren't you called on then for a recommendation or statement of conditions that might justify the recommendation?

A Well, there wasn't really any need for a recommendation from me, because they knew what the situation was.

Q Would you say that the conditions encountered in the big cut was the most compelling factor requiring the extension of time, Mr. Putnam?

A Well, I really wouldn't know.

Q Would you have any judgment as to how much more time was required, just from your observation, in seeing them remove the overburden and then do the drilling - how much more time was required in the excavation by the drilling and blasting than by bulldozing?

A I couldn't estimate any length of time; it would take longer, but I couldn't estimate it.

Q I wondered if your notes would show, or you had occasion otherwise to compare the frequency with which you had to supply stakes to the excavating crew when they were using bulldozers with the frequency with which you had to supply stakes to them when they got into the blasting.

A Well, once we set the first stakes, that was supposed to be it until they got down to grade.

Q Don't you set stakes at 5-foot levels all the way through?

A No.

Q You did not do that?

A No. I think we went into the big cut two or three times to give them checks.

Q That is not customary?

A It isn't a requirement. All we are required to do is set the slope stake, then we give the finished subgrade stake.

Q Then the contractor--

A Then they carry it from there on.

Q He places his own stakes from there on?

A Yes.

Q But do you, in collaboration--

A Well, in this instance, on the big cut, we did go in and give them checks several times.

Q Would you say that was unusual?

A Well, I don't know how other engineers operate; they asked me, and I did it for them.

Q Would you have any idea, Mr. Putnam, as to the relative cost of excavation where you must resort to blasting--

A No.

Q Over the cost of excavation, otherwise?

A No, I wouldn't have any idea.

Q Have you had any experience at all in the matter of letting of bids?

A No.

Q Or the studying of contractors' costs?

A I have never, no.

Q That is not in your department?

A No.

Q What record do you keep of your own activities, official activities, observations, recommendations, and those of your crew on the job, Mr. Putnam?

A Well, I keep a diary, which is really nothing on my recommendations or any of that; it generally just tells what - possibly what the contractor is doing or what I have been doing from day to day.

Q Do you have that diary with you?

A Yes.

Q May I have that please?

A Which one?

Q Do you have more than one diary for this job?

A Well, it's a yearly diary, one for each year.

Q Then we would want it for 1952--

A Here is 1952.

Q --and 1953 and 1954; we would want them for the three years. You have handed me now what you call a diary, a little red book labeled for the appropriate year, "Daily Reminder", upon which you have written or affixed labels bearing the notation "office".

A Yes.

Q And those are the diaries to which you referred?

A Yes.

Q And these diaries consist of entries which you make from day to day in connection with your activities as Resident Engineer?

A That's right.

Q And these particular entries have to do with your activities as Resident Engineer on the Low Pass Section; is that correct?

A Yes, plus all of the other projects too.

Q Did you have some other projects under your supervision at the same time this project was going on?

A Yes.

Q Which ones were they, Mr. Putnam?

A Well, what is known as the Lane County-Cheschire Section of the territorial highway, the first year; and also the Prairie Road-Eugene Section, last year and part of the year before.

Q When you had another project going at the same time you were supervising the Low Pass job, how did you divide your time?

A Well, I tried to hit all of them at least once a day.

Q But was more of your time devoted to the Low Pass Section than the others?

A No, it really wasn't, because after they got into the big cut, it was just a matter of going out there and seeing the same thing maybe 10 or 15 feet lower.

Q It was very slow going from that time on, is that right?

A Yes.

Q What other official records did you prepare?

A My weekly reports.

Q On the Siuslaw job?

A Yes.

Q Do you have copies of your weekly reports?

A Are you interested in the location--

Q I am going to ask you about those too.

A The location weekly reports?

Q We are talking now about the weekly reports on the Low Pass

Section.

A Yes. Those are the construction weekly reports.

Q The construction weekly reports?

A The weekly reports for the construction; and I have the ones on the location.

Q Just a moment so that we will understand what these notes are. They are entitled "Field Engineer's Weekly Report" and they cover the reports you made after the contractor went on the job?

A That's right.

Q And during all of the time he was completing the job?

A That's right.

Q This one folder contains all of those notes?

A Yes.

Q All right. Now you have weekly reports covering your location work, the preliminary work, and before the contractor came on, is that right?

A That's right.

Q For the purpose of the record, they are entitled "Low Pass Summit, Weekly Reports" - or in an envelope labeled "Low Pass Summit, Weekly Reports", and each of the reports on a printed form is entitled "Oregon State Highway Department Field Engineer's Weekly Report for Survey Only". Is that correct?

A Yes.

Q This covers all of the time that you spent on the preliminary engineering of this road?

A Yes. I believe the first engineer's, Mr. Decker's, notes are in there too.

Q Now do you have your original cross-section notes, or location notes I suppose is what you would call them.

A Well, these are the original notes on which the job was made up; it is the actual cross-sections.

Q Now you are referring to four rolls?

A There is possibly something - they are all labeled what they are. There are three cross-sections and one mass diagram.

Q Three of them, appropriately so labeled, are cross section notes?

A Yes.

Q Showing all of the data for the location of the highway originally?

A They show the - show it as a cross section of the ground.

Q Of the ground over which the highway is to go?

A Yes.

Q Then the fourth roll is your mass diagram; is that correct?

A That's right.

Q You stated earlier, Mr. Putnam, that after completion of the job, you had done a complete cross-section of the fills with respect to elevations and width of the highway from shoulder to shoulder, is that correct?

A Yes.

Q And where are those notes?

A They were forwarded to the division office, and I imagine they are in Salem somewhere, the Salem office.

Q That is, you sent them on to Mr. Edwards?

A Yes.

MR. BIGGS: Mr. Wyckoff, may I also have access to those?

MR. WYCKOFF: Yes; I don't know where they are, though.

(Off-the-record discussion.)

Q Is the record you have referred to as the mass diagram, Mr. Putham, the initial one, or the mass diagram made after completion of the project, or both?

A This was the initial.

Q Then there was a completed one?

A Yes.

Q Where would that be?

A Here in the Salem office somewhere.

Q That is not in your possession?

A No. I have nothing pertaining to the final of the job.

Q I see. But did you prepare the completed mass diagram?

A Yes.

Q Now, was any effort made to - at any time, to determine the amount of subsidence of the fills?

A No.

Q Would you have an opinion as to how much subsidence there might have been?

A We had one fill at station 95 that sank approximately a foot; now, whether that was subsidence or whether it was just settling of the materials in the fill itself, I can't say, but that was the only spot, to my knowledge, that was really noticeable.

Q In all of the others, wouldn't your cross-sectioning show by elevation?

A No, because we have no way of knowing what the natural ground had done underneath the fills.

Q At the point you spoke about, was the ground underneath the fill fairly typical of the ground under the other fills?

A No.

Q Or was it less swampy?

A It was through a heavy fill, and a partially side-hill fill, so it could have been just a consolidation of the materials instead of subsidence.

Q In reading profiles, Mr. Putnam, would an engineer who is considering the problems of construction think it significant, the degree, or the ratio of compaction between excavation and embankment materials - as to the type of materials that he may encounter?

A Yes, I imagine he would.

Q What would be the significance of that?

A Well, the smaller the shrink, the blockier the material, or the possibility of the blockier the material.

Q The greater the shrink, the more likely that it would be softer, more compactible material?

A Yes.

Q When you speak of blocky material, does that in practical construction work signify harder materials?

A Well, it would have to be harder, if it came out in blocks.

Q It is blocky because it isn't soft and doesn't break up, is that correct?

A Yes. However, I would have to qualify that - you would almost have to cover the terrain or the ground that you were having the profile over because it takes into consideration the whole length of the job, not just one portion of it.

Q In other words, you might have a mixture of both--

A Yes.

Q --blocky material and dirt?

A Yes.

Q Is it the practice of the State Highway Commission generally, in figuring or computing their mass diagram or placing on the profile the directions and distances of the moving of material, to compute, theoretically, at least, the quality of the materials and the shrinkage factors?

A Not in each cut, no.

Q Not in each cut?

A No.

Q You say it is not the practice to do that?

A No. We take the job as a whole.

Q Is that standard practice?

A As far as my knowledge is concerned. I know in some cases they have split the job into sections and applied one factor to one section and another factor to another section.

Q To do that, though, you have to determine that there is either going to be a uniform type material or there is going to be enough blocky type material to compensate for the soft material, don't you? You have to take it into consideration one way or the other, either to determine whether one offsets the other, or if it is uniform or not, don't you, theoretically?

A Not necessarily. The way we operate on this is that we come up with the gradient and the curvature which suits the conditions.

Q By gradient, you mean the rise in the highway between points?

A Yes.

Q And by curvature, you mean just what it says - the curves in the highway?

A Yes.

Q All right.

A Then we figure up our quantities, and if that is what we want--

Q Now, in speaking about when you figure quantities - what do you mean when you say you figure quantities?

A We take our cross-section and find out how much material there is between each station. We don't determine the type of material or care about the type of material. We go through the job that way figuring quantities, and if we are in just plain dirt, we want to be sure we always have enough excavation to take care of our embankment. So it really--(interrupted)

Q You say if you are in just plain dirt. Do you compute everything on the basis of dirt?

A We compute everything, as far as our quantities are concerned, we just go straight across - we have so much fill and so much excavation.

Q You always figure it one-to-one?

A We just figure what the quantities are in each one.

Q So it is bound to be one-to-one?

A Yes; so if everything is suitable, maybe we think the material is going to go straight across the board, but--

Q By that, you mean uniform throughout?

A Yes, or if we figure our shrink factor is going to be nothing to nothing, straight across - if we have maybe an excess of 15,000 or 20,000 yards excavation, we use that more as a backlog, but that would show as a shrinkage factor in our plans because we do have that excess of excavation, but that doesn't necessarily mean that we think it is going to go that way.

Q But theoretically that is the way it would go - if you thought something else, you would say something else, wouldn't you?

A Well, if we wanted to spend the time and the money and get it down to a very fine point - if somebody could come in and say that material is going to shrink 10 percent, we would have to juggle our grade and refigure those quantities so many times in order to come up with that exact figure, it would be useless.

Q Well, now if you will just put this out of your mind for a minute - I am sure I understand the position of the State Highway as expressed by Mr. Williams and in what you are trying to say; I am not now saying that you intended by these profiles to make any representation to any contractor. Let's keep the contractor out of the picture and talk about what the profiles themselves showed; what they show.

Do I understand that when you make the profiles of every job, you always figure one-to-one, and so show it on the profile, or do I understand that you vary the ratio of shrinkage and swell as you think, with what information you have, the materials require? Now don't think about what the contractor might think about it - just what the profiles are intended to show.

A What I was trying to bring out is that we don't consider the contractor in our shrink factor, at all.

Q All right.

A We figure the quantity of materials and get our grade line; we figure the quantities of materials that we have, and if we have a job that is a million yards of excavation, and maybe 900,000 yards of embankment, that is the way that it figured.

Q That is what you would show on the plans - just that?

A That's right.

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Q Well, now if you will just put this out of your mind for a minute - I am sure I understand the position of the State Highway as expressed by Mr. Williams and in what you are trying to say; I am not now saying that you intended by these profiles to make any representation to any contractor. Let's keep the contractor out of the picture and talk about what the profiles themselves showed; what they show.

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Q That is what you would show on the plans - just that?

A That's right.

Q Whatever the proportion of embankment is to excavation, it would just be computed on quantity alone, without consideration of the quality or the type of materials?

A Well, like I say, we do consider- well, in other words, if we were going through solid rock, we surely wouldn't give it a 15 percent shrink.

Q You would not?

A No.

Q What would you give it?

A We would try to come up with some percentage of swell, if it were basalt rock.

Q If it were basalt rock, what would you consider an average swell?

A Well, I think - in good round numbers - 10 percent swell.

Q A ratio of 110?

A Yes.

Q That would be the hardest kind of rock to deal with because it has no weathering possibilities, within the practical limitations of construction?

A That's right. But again, that is just a theory. Every job comes up with something different.

Q I understand; but in order for your profiles to mean anything at all, in order for them to be consistent within themselves, you have to make them show some relationship between excavation and embankment, don't you?

A That's right.

Q And every engineer knows that that relationship may be materially altered by the nature of the excavation materials?

A That's true.

Q So that while you don't represent to the world what you think the materials are, in the sense that the world is to rely upon them, in making your own profiles accurate and consistent within themselves, you do have to express some judgment on what kind of materials the excavation is going to consist of, don't you?

A Yes, we do.

Q Now, that is done to a certain extent in your mass diagram, is that right - you have to take that into consideration to some extent in your mass diagram?

A No, the mass diagram is merely a grouping of the quantities in the percentages we have applied to our embankment.

Q All right, then coming back to the profiles in question, do you know what the compaction factor was, Mr. Putnam?

A No, I don't recall what the final compaction factor was.

Q You haven't computed that?

A We have computed it, yes, but as I say, we sent that in to the Salem office; that was back in August sometime, and I don't recall what that factor is now.

Q Do you know whether it varied from the compaction factor computable from the original profiles?

A Yes, it varied.

Q In which way?

A It was down.

Q By down, you mean what?

A We had less percentage.

Q You had less shrinkage than you had computed on your original profiles?

A That's right.

Q Was that as much as 5 or 6 percent, would you say?

A It was very close to being straight across the board, I believe.

Q Whereas you had actually figured a shrinkage on your original profiles?

A We showed a shrinkage on them, yes.

Q Would you say that that variation is primarily the result of there being more rock in the big cut than anyone anticipated?

A No, I wouldn't say that at all, because, as I said in the beginning, we were asked to try to get a balance, and under the pressure of getting the job in, we came up with the 5.6, I think it was, and they said we can use the additional material in widening out our shoulders, especially where we had two-lane sections, we had only a 2-foot shoulder, and we thought if we had any excess we could use it on those two-lane sections to widen the shoulder.

Q Was there actually more blocky material out of that cut than, in your own judgment, you thought there would be?

A I didn't even attempt to anticipate how much would come out.

Q I see. Did any of the engineers of the State Highway Department, to your knowledge?

A No one conferred with me on it.

Q Well, I don't want to transgress the bounds of propriety but you are an engineer and a very intelligent young man, Mr. Putnam. Do you mean to say that the State Highway Commission and its engineers were not surprised at the conditions revealed in the big cut?

A I really couldn't say.

Q Well, wasn't it a matter of common discussion from your elevation right on up to the highest echelons?

A It probably was, yes.

Q Well, wasn't it discussed with you?

A Very little.

Q Didn't Mr. Edwards talk it over with you?

A We went out on the job and looked it over, but he didn't discuss with me what he thought the material was going to be.

Q But he did say in words or in substance and effect that he never thought there would be as much blasting as there was, didn't he?

A Not to my knowledge.

Q And Mr. Baldock never said that?

A No, not to me.

Q Or any of the others?

A No.

Q Well, didn't you discuss it with the contractor?

A Yes.

Q And didn't you say - I don't mean to put you on the spot at all and there is nothing about this that needs to be secretive - but didn't you say in substance and to the effect that the job had turned out to be a lot more difficult than it was anticipated originally?

A I don't recall that I said it was more difficult than we anticipated, but I did say they hit an awfully rough show.

Q And actually it was a rougher show than the State originally anticipated, wasn't it?

A Well, I can't say what the State anticipated.

Q But it was a rougher show than you anticipated?

A I didn't anticipate, previously - I didn't even have any idea how it would come out, or try to think about how it would come out.

Q Well, you will admit this, that there was nothing they could have done to have avoided whatever the labor and expense to them was, of blasting all that material out, is that right?

A Well, with what limited experience I have, I would say they did the best they could.

MR. BIGGS: I think we have about concluded.

(Discussion off the record.)

(Deposition adjourned until 1:30 p. m.)

AFTERNOON'S PROCEEDINGS (1:30 p. m.)

FURTHER DIRECT INTERROGATORIES BY MR. BIGGS:

Q Mr. Putnam, did you have any occasion to make any kind of cost estimate on the Lov Pass job?

A When we sent in our original plans through the division office, we set up our costs, yes.

Q Which original plans are you referring to?

A These preliminary--(indicating)

Q The location notes or the mass diagram, or both?

A Well, everything; all of those are the preliminary data, all of that goes in at once.

Q The preliminary data includes the location notes and the mass diagram?

A Yes.

Q Anything else?

A All of the cross-section, quantity summary sheets; and there is a cost analysis, a summary of the cost and quantities, we sent in.

Q Is all of that basic data included in these scrolls that you have produced?

A The cost sheets aren't in it.

Q Do you have the cost sheets?

A Yes, I believe I do.

Q The sheets you have just handed to Mr. Wyckoff, counsel for the Commission, are the cost sheets that you prepared?

A Yes.

Q When I say "you", I mean you and your office assistants.

A That's correct.

Q You did have some on this job, is that correct?

A Yes.

Q Were those cost estimates made in consultation with anyone superior to you?

A Yes, all of my prices either come from the cost analysis, as a preliminary estimate, or we use the average bid prices for the past year.

Q And whom do you obtain that data from?

A The Commission sends out the average bid prices to us every year.

Q To the Resident Engineers?

A Yes. Sometimes possibly twice a year.

Q Then in addition to that, the Commission also sends out to you, upon request, prices for certain materials that go in a job, or cost of excavation, or anything of that kind?

A Yes.

Q In what form does that information come to you?

A Usually it is through inspection, and then verbally.

Q Through inspection?

A Through inspection by the cost analysis, and then they drop into the office and just verbally say what prices we use.

Q Then would you say that the prices that are reflected in your cost estimates now being examined by Mr. Wyckoff, were prices that you got from the cost analysis?

Q When I say "you", I mean you and your office assistants.

A That's correct.

Q You did have some on this job, is that correct?

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Q Through inspection?

A Through inspection by the cost analysis, and then they drop into the office and just verbally say what prices we use.

Q Then would you say that the prices that are reflected in your cost estimates now being examined by Mr. Wyckoff, were prices that you got from the cost analysis?

A Yes.

Q In the manner you just described?

A Yes.

Q Now would you tell us what was the estimate that you made of the cost of doing this job, Mr. Putnam?

A Do you want the total?

Q Yes, if you please.

A The total of the contract items was $741,707.00.

Q That is $741,707.00?

A Yes.

Q By "contract items" you mean all of the materials that the contractor would have to supply and all of the labor that the contractor would have to expend on this job - is that correct?

A Well, I mean the items that he puts prices on.

Q So that that you would expect to be his total bid, is that right?

A Yes.

Q That would be somewhat different from the total appropriation that you would require for the job?

A That's right.

Q The appropriation would include the Commission's engineering expenses and right of way, and salaries of the crew members and the engineers and so on, is that right?

A Yes, that's true.

Q What prices did you compute the excavation at, Mr. Putnam?

A We used a price of 50 cents a yard for general.

Q For general excavation?

A That's right.

Q And that was applicable to every yard of materials that your study of quantities, shown on the profile, included; is that right?

A Yes, to anything that would come under the general excavation classification. It was unclassified material.

Q Was there any excavation the contractor was called on to do in the completion of this job that would not be covered in your estimate by the 50 cent per yard unit price?

A Well, there is the structural excavation and the trench excavation, which has to do with the placing of pipes.

Q And what did you figure that at?

A The structural was $3.00 and the trench was $2.50.

Q $2.50 a yard?

A Yes.

Q What would make that more expensive?

A Because it is mostly hand labor.

Q I see; you can't use machines?

A Well, they do use machines, but in a very small amount.

Q At this time was there any classified work being let by the State?

A Not to my knowledge.

Q Well, in your own figures, did you take into consideration that some of the material might be rock?

A No.

Q Requiring blasting?

A All we did was to take the price that was quoted to us, and we applied that to our quantity.

Q And that price came, as you say, from--

A From Mr. Clymer.

Q Were you quoted any prices at all by him that would have been applicable to costs if blasting were required?

A No.

Q You don't know what those prices would be?

A No.

Q Well, do you, from your own experience or knowledge, know whether 50 cents a yard would be compensatory for excavation and removal of rock?

A No, I wouldn't know.

Q You don't know about that. May we see your figures there, please?

A Yes. (handing paper to counsel)

MR. BIGGS: We can have this photostated, can't we, Mr. Wyckoff?

MR. WYCKOFF: Frankly, I don't know.

MR. BIGGS: Or we can make copies of it at our expense, I presume.

Q (by Mr. Biggs) Are the top sheet figures all of the figures that go into the costs, the engineer's contract items?

A Yes, contingencies.

Q And what is the 10 percent item of engineering and contingencies, $74,000.00?

A That takes care of the engineering salaries and any unanticipated items.

Q Such as what?

A Like the slide removal, which was done at a higher price; anything that we have to make price agreements with the contractor on.

Q What are the earthwork computation sheets referred to in your letter of May 3rd to Tom Edwards, which you state you are sending to him the following data - one pad of grade sheets and earthwork computations?

A That is the computations of yardage and the mass diagram ordinance.

Q The estimated - or the actual measured length in miles of this project, according to your summary, was 2.54, is that correct?

A Yes.

Q The total rise and fall - rise was 296.49, and the fall was 362.47. What does that mean?

A That just means from the lowest point to the highest point, on the east side - is the smaller one, and the fall, 362.47, is the feet from the summit to the west end of the project.

Q Maximum grade and total length of maximum grade was 7 percent?

A That's right.

Q And 7,450 feet.

A Yes.

Q Total curvature was 348 degrees and 18 minutes?

A 384 degrees.

Q Yes, 384. Maximum curve was 10 degrees?

A That's right.

Q Number of maximum curves was three?

A That's correct.

Q Right of way in acres, 111.12.

A Yes.

(Discussion off the record.)

Q Mr. Putnam, I am calling your attention to a document which has been handed to me from your files, entitled "Field Engineer's weekly report for construction projects only, for weeks ending July 11, 1954," and other data on the lower half of that sheet, and I will ask you to tell me what that is. State into the record - read the data into the record and then explain it, if you will, starting with the descriptive matter, or the recitals.

A You want just this portion?

Q The paragraph above that, and the figures.

A "Contractor placed sightposts throughout project and constructed three metal guard rail barricades where the new alignment intersects the old; all that remains to complete project is the painting of the rails and the sightposts, and a small amount of clean-up work. He has removed his shop and office from the project." Beneath that we have a subheading "Station", under which we have "Excavation from Station 9 to Station 143."

Q Is that the overall project?

A Yes. Those stationings include the length of the project. They are not exact, but roughly.

Q All right.

A Under "Plans" we have for the excavation 769,638.

Q What does that mean?

A That means the cubic yards, in the plans as presented to the contractor. And the final is 771,172 cubic yards.

Q Yards of excavation?

A Yes. That is the excavation that was figured from the construction cross-sections.

Q That was the amount that actually was taken out, as nearly as you can figure it?

A That was the amount that was taken out, as we figured it.

Q And that was roughly - not quite 2,000 cubic yards in excess of the amount shown in your plans?

A That's correct.

Q Now what is next?

A The embankment between Stations 9 and 143, according to the plans, was 712,564; according to the final, it was 769,747.

Q In other words, you had roughly 47,000 cubic yards more of fill than you planned originally; no, it would be 57,000 - is that right?

A That's right.

Q That was by actual measurement?

A The final is by actual measurement.

Q Well, then would that show an actual swell factor, Mr. Putnam?

A No, it wouldn't--

Q Would it include the swell factor?

MR. WYCKOFF: He should be allowed to finish his answer.

Q All right.

A It shows just exactly the excavation and the embankment, which in these figures here, would show that your excavation was shy 2,000 yards of making the full embankment. In other words, the excavation shrunk 2,000 yards, according to these figures.

Q You mean - well, I don't understand that. Let me see that, please. Is it 2,000 or 57,000?

A Well, there is no connection really between the plans and the final.

Q I see. In other words, the relationship between the excavation and the embankment, as shown by the plans, showed a difference of 57,000 yards?

A That's correct.

Q There was that much more excavation material than embankment?

A That's right.

Q Actually you came within 2,000 yards on the measurement of having as much embankment as you had excavation material?

A On the final.

Q Would subsidence account for that much?

A Well, perhaps I should state here that these figures are put in the weekly report for the Division Engineer alone, and he uses them so that there will be no great overrun in the project. These figures are taken from our cross-sections, as we originally stake them, and they do not contain the remeasured notes. They are - you cannot accept them as the final figures which were paid on the estimate.

Q Why?

A Why?

Q Yes.

A Because they are just - for the reason to make sure that we did not overrun our project.

Q And you did that by widening the surface of the road?

A No, these figures don't have anything to do with that portion of the job at all. I am trying not to confuse you; what I am trying to do is to say that we go out and stake the job, and we take these cross-sections, which are all neat sections, and we send them in to Salem where the I.B.M. figures them, and they come back to us, and that is the quantity, as the job is to go. And all that is placed on there for is for the the Division Engineer to see that we are not overrunning the project or getting into any trouble. Then in case we do have detours or slide materials, we boost these things up. But we do not - unless we actually have made the proper embankments, or remeasured the embankments, we do not place them in there, and as the job had progressed to a point where there was no chance for any fatal overrun, they were just - the same figures were practically used.

Q Do you - did you have any correspondence with your superiors touching upon the conditions that were encountered by the contractor, Mr. Putnam?

A Nothing that would have anything to do with the rock, or anything like that. I do have correspondence on certain portions of the job.

Q Discussing the conditions of the big cut?

A No.

Q Have you discussed your deposition with anyone, Mr. Putnam?

A No.

Q I mean have you talked with anyone about the ratio of compaction?

A No.

Q In connection with this case?

A Not in connection with the case, no.

Q Did you read Mr. Williams' deposition?

A Yes, I read that.

Q Did you find yourself in agreement with it in all points?

A Well, mostly.

MR. BIGGS: I think that is all.

CROSS INTERROGATORIES BY MR. WYCKOFF:

Q You were asked about the estimate of cost here, and in connection therewith about the unit cost for general excavation, unclassified, at 50 cents, and trench and structural excavation, and gave various figures taken from one of the sheets. Can you tell us whether that was made before or after the project was commenced?

A It was made before.

MR. WYCKOFF: That is all.

REDIRECT INTERROGATORIES BY MR. BIGGS:

Q Would they have been - those figures have been different if they had been made after?

A After the project had been commenced?

Q Yes, if you had known what the materials were, would you have estimated the cost differently?

A There would have been no occasion for doing it that way.

Q No, but if you had known what the materials were, coming out of the big cut, at the time you made your estimation, and assuming all the contractors would have known what the materials were, would you then have made a different cost estimate?

A Well, that's kind of a leading question, isn't it?

Q Well, it is a question, yes.

MR. WYCKOFF: Will you read the question.

(Question read.)

A Well, in the first instance, I didn't make the cost estimate.

Q Well, we have just talked about the estimate that you made.

A Yes, but I was given the figure of 50 cents; I didn't make the estimate of 50 cents.

Q I will ask you then - as an engineer, would you have used that figure if you had known that 60 percent, at least, of the excavated materials had to be shot?

A There is a lot of it that is going for that now.

Q For 50 cents - blasting?

A Between 50 and 60.

Q Blasting and drilling?

A Yes.

Q Would that have been your judgment at that time?

A Well, at the time that they opened up the cut, I probably would have had - I would have raised it.

Q Because of the nature of the rock that was encountered, is that right?

A Because it took blasting.

MR. BIGGS: Yes; I think that is all.

(Discussion off the record.)

MR. BIGGS: If you will let the record show that it is agreed that the time being such that we cannot examine closely all of the materials produced by the witness and identified in the record, and upon counsel's assurance that such data will be returned to the State Highway Commission, it will be available at a convenient time for counsels' inspection, through Mr. Wyckoff.

MR. WYCKOFF: Yes.

FURTHER INTERROGATORIES BY MR. BIGGS:

Q In the event the motion should be made to produce the documents and the scrolls, I will ask you, Mr. Putnam, to state in the record how they should be identified so that you or your counsel or anyone in the Commission would know what to produce. Will you please state into the record how they should be identified?

A Cross-sections between Station 12-plus-00 to Station 64-plus-00, of the Low Pass Summit Section, Siuslaw Highway, Lane County; J. F. Putnam, Resident Engineer; May, 1952. Now that would be the same heading, except for the stationing, on two other rolls; Station 64-plus-65 to Station 105-plus-00; and Station 105-plus-50 to Station 145-plus-00.

Q And those rolls contain what data - briefly?

A Cross-sections. Platted cross-sections.

Q All right.

A Under the title, "Oregon State Highway Department, Mass Diagram, Low Pass Summit Section, Siuslaw Highway, Lane County; J. F. Putnam, Resident Engineer; May, 1952."

Q All right.

A "Oregon State Highway Department, Grade and Earthwork Computation Sheets, Low Pass Summit Section, Siuslaw Highway, Lane County; J. F. Putnam, Resident Engineer; May, 1952."

"Oregon State Highway Department, Salem, Oregon; Field Notes; P-Line Level Notes, Low Pass Summit Section, Siuslaw Highway, Lane County, 1952; J. F. Putnam, Resident Engineer."

Q Then your cost estimate, Mr. Putnam. That may be in a folder; if it is, you might describe it.

A "Low Pass Summit Section, Siuslaw Highway, Lane County; Station 9-plus-1078 to Station 143-plus-3143; 2.54 miles; Two-lane with truck lanes on grade."

Q Don't put in any more detail than you would need to identify it.

A   All right.

MR. CORY: What is the date of that?

A   May 2nd, 1952.

Q   Then the diaries have already been identified in the record as the red books for the years 1952 to 1954, inclusive, entitled "Daily Reminders" - is that correct?

A   Yes.

MR. CORY: Then these Field Engineer's Weekly Reports.

Q   "Field Engineer's Weekly Reports, for Survey Only."

A   Yes.

MR. BIGGS: Thank you very much, Mr. Putnam. I think that is all unless we want to ask you some more questions after we have had an opportunity to make a closer inspection of your records.

(Deposition concluded.)

Dated this   day of   , 1955.

____

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,)
Plaintiff,)
vs.)
STATE OF OREGON, by and through its State Highway Commission,)
Defendants.)

REPORTER'S CERTIFICATE

STATE OF OREGON)
) ss.
County of Marion)

I, B. D. Peyton, a notary public in and for the State of Oregon and an official court reporter of the Third Judicial District pf the State of Oregon, hereby certify that the deposition of J. F. Putnam was taken before me at the time and place stated in the caption hereto;

I further certify that the said deponent was first duly sworn by me to tell the truth in answer to the interrogatories propounded to him, and was thereupon examined orally by counsel, and that the testimony so given was reported by me in shorthand and was afterwards transcribed, and that the foregoing transcript, consisting of 84 pages, numbered 1 to 84, both inclusive, is a full, true, correct and complete transcript of said testimony. I further certify that the witness was presented with the completed deposition and given the opportunity to read and correct the same, and did read the same and thereupon subscribed his name in my presence.

WITNESS my hand and seal this day of
1955.

Official Court Reporter and
Notary Public for Oregon.

My commission expires Dec. 6, 1955.

RECEIVED
JAN 2 5 1955
FOR FILING

W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 24, 1955

SUBJECT: Natt McDougall Company
v.
State Highway Commission
L-2189
Low-Pass Section Siuslaw Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Mr. Williams:

It now appears that the case of Natt McDougall Company v. the State of Oregon will not come up for trial before this fall. This is not an iron-bound guarantee but it appears that Mr. Biggs neglected to file his application to place this matter on the trial docket prior to the last Monday's calendar call.

Yours very truly,
Ralph Wyckoff
RALPH WYCKOFF

RW:aj
cc- C. W. Enfield

RECEIVED
JAN 24 1955

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 12, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3754	24-Final	Natt McDougall Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23119	R-108291	$ 23,839.52	11/10/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Aug. 31, 1953

Time Extensions: to July 31, 1954

Completion Date: July 13, 1954

Date Accepted: Aug. 9, 1954

Penalties: none

Claims: none

Remarks:

Date: 11-15-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
Ruth Rawlings

11-15-54

RECEIVED

FOR FILING

BF-[illegible]

ADDRESS REPLY TO "STATE FORESTER" 3754

8

STATE OF OREGON
OREGON STATE BOARD OF FORESTRY
OFFICE OF STATE FORESTER
SALEM

Cross Referenced To:
adm
Au. St of
St. Depts - Gen

NOV
W. C. WILLIAMS

November 9, 1954

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Highway Building
Salem, Oregon

Dear Mr. Baldock:

Reference is made to your letter of November 3rd relative to the construction of our proposed Low Pass protection road.

We plan to construct this new section as soon as the right of way has been acquired.

I wish to thank you for the consideration given to this project and the cooperation of your staff in connection therewith.

Very truly yours,

G. Spaur

G. Spaur
State Forester

GS:cl

NOTED
H. G. SMITH

RECEIVED
NOV 10 1954
STATE HIGHWAY ENGINEER

RECEIVED
NOV 5 1954
FOR FILING

p

November 3, 1954

Mr. George Spaur
State Forester
Oregon State Board of Forestry
Salem, Oregon

Dear Mr. Spaur:

Reference is made to your letter of October 25 relative to the forest protection road which was destroyed by new construction on the Low Pass Section of the Siuslaw Highway.

Our engineers have checked the matter on the ground, and we believe that your proposal of having a road constructed as per the map attached to your letter is an equitable plan. Your estimate of cost for the actual construction is approximately $2,000, and you state that the work can be done this winter by the District Warden at Veneta, using his equipment. In line therewith, this letter is to advise you that the State will reimburse you up to an amount not exceeding $2,000 for the cost of constructing the new roadway. If this meets with your approval you may proceed with such work and bill us for the actual cost, not exceeding $2,000, upon completion thereof.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

WCW:me fp

STATE OF OREGON
OREGON STATE BOARD OF FORESTRY
OFFICE OF STATE FORESTER
SALEM

ADDRESS REPLY TO
"STATE FORESTER"

October 25, 1954

[illegible]
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Highway Building
Salem, Oregon

Dear Mr. Baldock:

Reference is made to the forest protection road on the low pass summit which was cut off with the construction of the new portion of the Siuslaw Highway east of Blachley.

Our Engineer and myself had a conference with B.A. Martin and H. G. Smith of your office about two years ago. Mr. Martin later went over the project on the ground with Mr. Oglesby, District Warden, Amort of this office and your resident construction engineer from Eugene. As a result of this meeting we were asked to make a survey and cost appraisal to present to you for consideration.

The District Warden at Veneta said his equipment would be available this winter to construct a new road when the survey and right of way had been completed.

Our engineers have made the survey and staked the centerline. A new right of way is being obtained. The engineers estimate is as follows:

2600 feet of construction	
32 large stumps to shoot	
40 feet of 12" culvert	
30 feet of 18" culvert at highway approach	
a small rock outcrop to shoot	
15 days TD 9 at $100 per day	$1500.00
1000 lbs 20% powder	150.00
400 lbs 60% powder	60.00
30 feet 18" culvert in place	120.00
40 feet 12" culvert in place	120.00
	$1950.00

NOTED
[illegible]

Mr. R. H. Baldock
October 25, 1954
Page 2

The road has a sustained grade of 13½% and is to have 12 feet on solid ground.

I believe $1950.00 to be close to actual cost although it may be slightly higher.

In view of the fact that this road along the summit was an important link in our protection system, I hope a suitable arrangement can be made with the State Highway Commission for the cost of the construction.

A map is attached showing the location of the proposed connection.

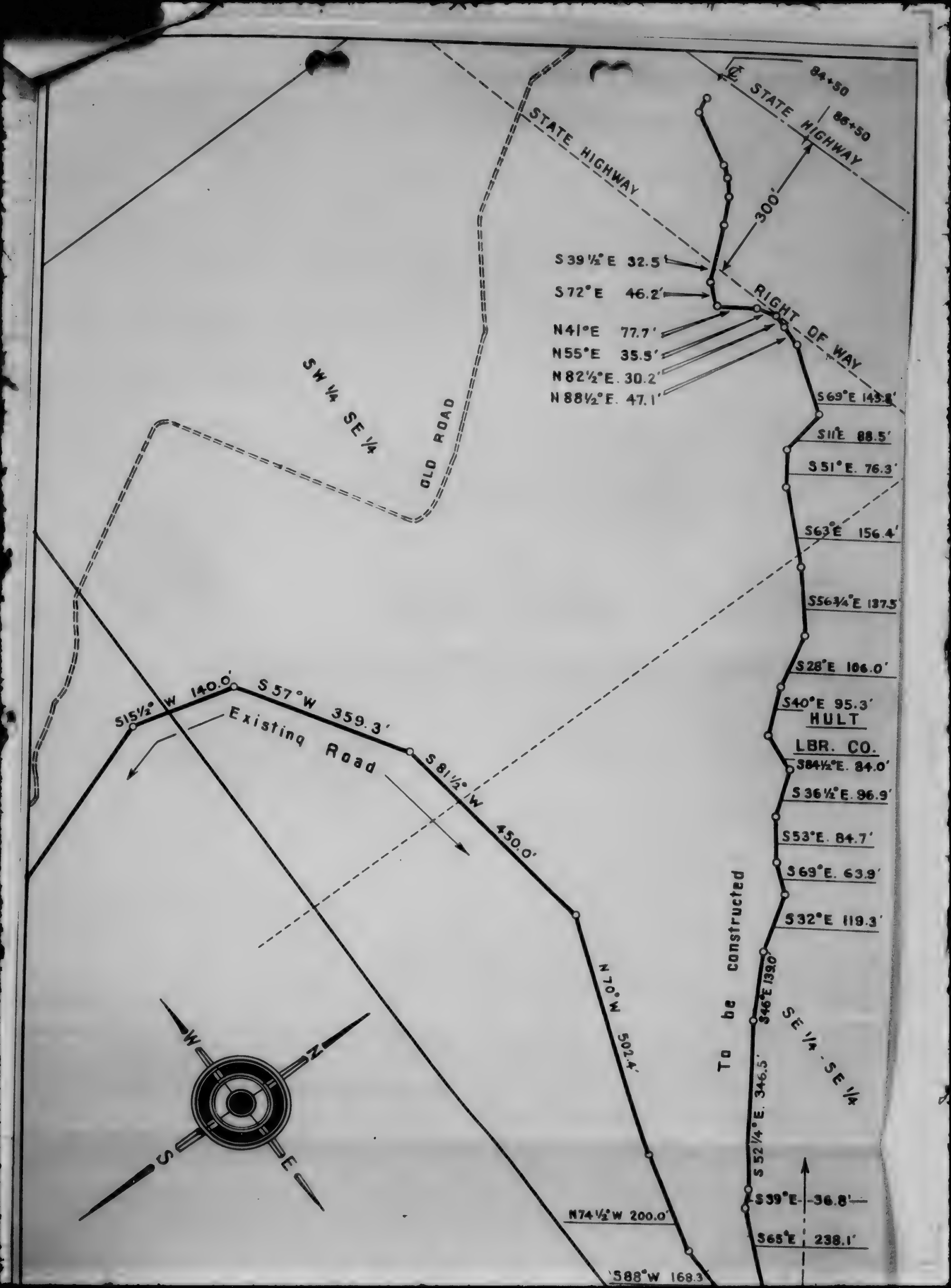
Very truly yours,

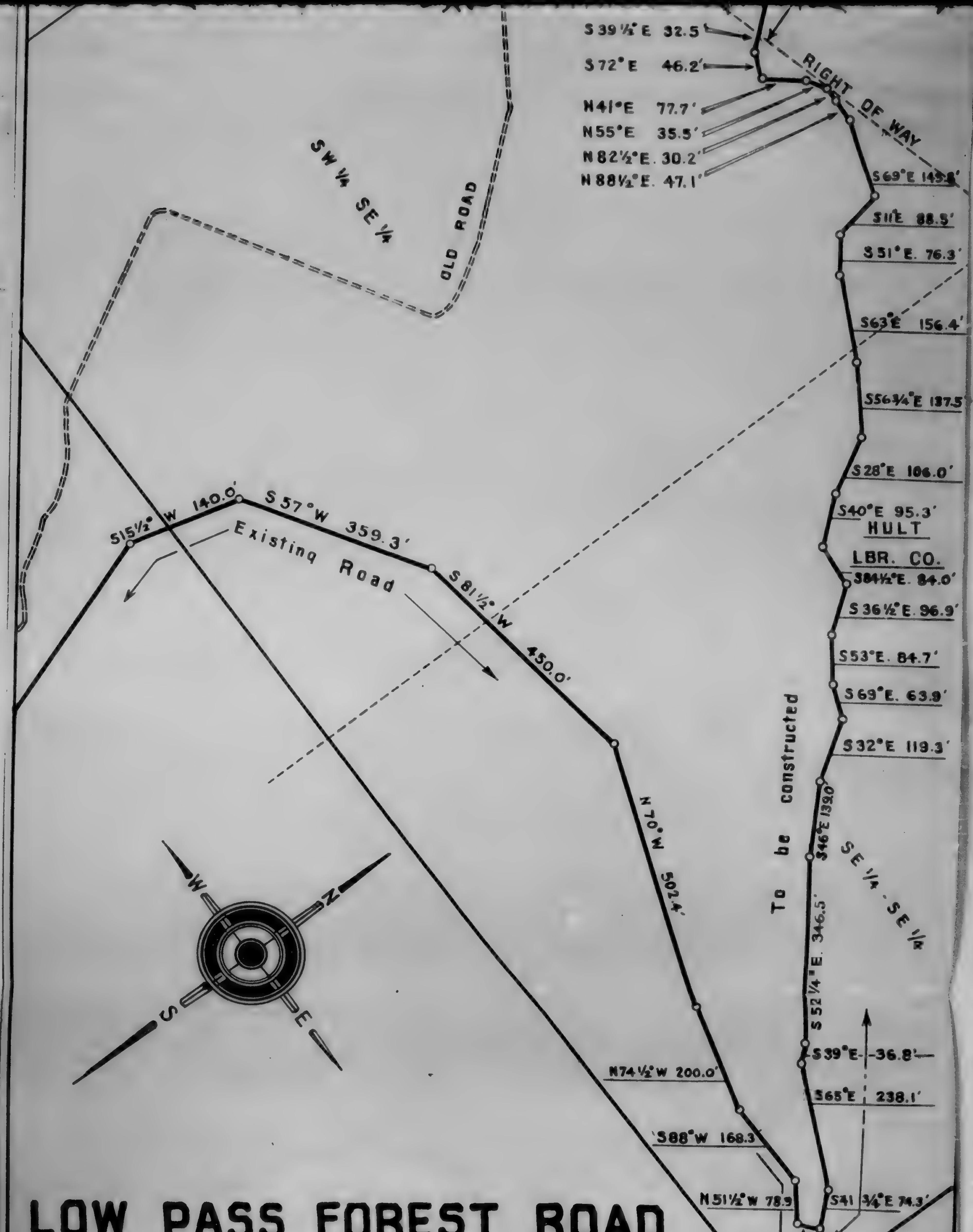
G. Spaur

G. Spaur
State Forester

GS:cl
encl.

RECEIVED
OCT 27 1954
OFFICE OF
STATE HIGHWAY ENGINEER


℄ STATE HIGHWAY
84+50
86+50
STATE HIGHWAY
300'
RIGHT OF WAY
S 39 ½° E 32.5'
S 72° E 46.2'
N 41° E 77.7'
N 55° E 35.5'
N 82½° E. 30.2'
N 88½° E. 47.1'
S 69° E 145.8'
S 11° E 88.5'
S 51° E. 76.3'
S 63° E 156.4'
S 56¾° E 137.5'
S 28° E 106.0'
S 40° E 95.3'
HULT
LBR. CO.
S 84½° E. 84.0'
S 36½° E. 96.9'
S 53° E. 84.7'
S 69° E. 63.9'
S 32° E 119.3'
S 46° E 139.0'
S 52¼° E. 346.5'
S 39° E 36.8'
S 65° E 238.1'
SE ¼ - SE ¼
To be constructed
SW ¼ SE ¼
OLD ROAD
S 15½° W 140.0'
S 57° W 359.3'
Existing Road
S 81½° W 450.0'
N 70° W 502.4'
N 74½° W 200.0'
S 88° W 168.3'
W
N
S
E



LOW PASS FOREST ROAD

SEC. 12 & 13 T. 16 S. R. 7 W.W.M. - SCALE 1" = 200'

LANE COUNTY, OREGON

SURVEY: L.W.A.

DR: LWA
TR: 10-11-54 H.H.

C
O
P
Y

March 27, 1952

Mr. J. F. Putnam, Resident Engineer
2191 E. Fifteenth Street
Eugene, Oregon

Dear Sir:

Reference is made to your letter of March 21, relative to proposed changes of the present Siuslaw Highway at Low Pass Summit.

Our Low Pass forest road, which is primarily a protection road, is at present a through road connecting with the Nelson Ridge road and the Long Tom county road from the Low Pass Summit of your highway.

We would desire to hold to the following specifications.

1. A maximum sustained grade of 12%.
2. Curves of not less than an 80 foot radius.
3. Sidehill construction to have 12 foot of the roadbed including ditch on original ground.
4. Pitch grades of 16% are permitted where the length does not exceed 200 feet.

This summit access is very desirable on this particular forest road, so if you find these specifications impracticable or impossible to follow please notify this office.

The first part of this road was constructed by loggers and we do not have information as to the present grades.

Very truly yours,

D. L. PHIPPS, Acting State Forester

By

L. W. Amort
Engineer

LWA/jk

cc: Ray Oglesby

FORM E-120 80M REVISED 3-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
~~SALEM~~

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Eugene, Oregon
March 21, 1952

Mr. L. Amort
State Forest Office
Salem, Oregon

COPY

Dear Sir:

The Highway Commission is making a survey for the relocation of the Siuslaw Highway at Low Pass Summit. This will mean a revision of your access road at the summit. The proposed line will have a deep cut at this point which will make it necessary to lengthen your road by several hundred feet for a connection to the new grade.

We would appreciate your sending us the limitations as to the curvature and grade that can be used on this change.

One of your right of way representatives stopped in our office several weeks ago to check on this road and he informed us that if we would forward you the required information, your office would take care of the easements necessary. We will furnish you with this information as soon as possible.

As we are unable to do any staking of the proposed change until we get your specifications, we would appreciate an immediate reply.

Very truly yours,

(sgd) J. F. Putnam

J. F. Putnam
Resident Engineer
2191 E. 15th Street
Eugene, Oregon

cc Mr. Tom Edwards

RECEIVED
NOV 3 1954
FOR FILING

[illegible] (3)
3754

November 1, 1954

General Casualty Company of America
Portland Service Office
209 SW Fourth Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3754 for work performed on the Low Pass Section of the Siuslaw Highway in Lane County was completed by the contractor, Natt McDougall Company, on July 13, 1954, and was formally accepted by the Highway Commission on August 9, 1954.

Final payment in the amount of $23,839.52 will be released to the contractor on or after November 12, 1954. The total contract amount is $728,437.43, of which amount $2,066.03 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibitlity for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

NOTED ON CARD

11-1-54 S

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FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. MCIVER, MEMBER
PORTLAND

H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

October 22, 1954

W. C. WILLIAMS

Hart, Spencer, McCulloch, Rockwood and Davies
Attorneys-at Law
1410 Yeon Building
Portland 4, Oregon

Re: Natt McDougall Co.
v.
State of Oregon
L 2189

Attention: Mr. Hugh L. Biggs

Gentlemen:

Thank you for your letter of October 20, 1954, suggesting certain changes to be made in the certificate to be attached to the final estimate for payment to Natt McDougall Company for monies owing under Contract No. 3754, Low Pass Section of the Siuslaw Highway. I have made the changes in the form of certificate as you requested, a copy of which revised certificate is enclosed herewith, and a copy of this letter is being given to Mr. W. C. Williams, Deputy State Highway Engineer, so that he may thereby be advised concerning the revised certificate to be attached to this estimate.

You are, of course, familiar with the provisions of the contract between Natt McDougall Company and the State, and the bond that is made a part thereof, which requires that the contractor promptly make payments to all laborers, mechanics, subcontractors, and materialmen, and to all persons supplying to the contractor or his subcontractors labor or materials for prosecution of the work.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams
S. H. Probert

TO THE STATE HIGHWAY COMMISSION:

NATT McDOUGALL COMPANY, a corporation organized and existing under the laws of the State of Delaware, does hereby accept the sum of ______________________________ Dollars ($____________) as final payment for all work performed and material furnished, and acknowledge this amount together with prior partial payments, to be payment in full for all claims against the STATE OF OREGON, its STATE HIGHWAY COMMISSION, the STATE HIGHWAY DEPARTMENT, and the members, employees and agents of the aforesaid STATE HIGHWAY COMMISSION and STATE HIGHWAY DEPARTMENT under Contract No. 3754, dated July 23, 1952, for grading and paving the Low Pass Section of the Siuslaw Highway in Lane County, save and except for such claims as it may have against the STATE OF OREGON in the case now pending in the Circuit Court for Marion County entitled NATT McDOUGALL COMPANY, plaintiff, vs. STATE OF OREGON, by and through its State Highway Commission, defendant, Marion County Register No. 41131.

NATT McDOUGALL COMPANY certified that all claims chargeable to it for labor, materials, provisions and supplies furnished in connection with the above-mentioned contract have been paid in full.

NATT McDOUGALL COMPANY

By______________________

Title______________________

State of Oregon)
) ss.
County of Multnomah)

On this ____ day of ______________, 1954, before me appeared ______________________, to me personally known, who being duly sworn, did say that he is President of Natt McDougall Company and that the seal affixed to said instrument is the corporate seal of said corporation and the said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and said ______________________ acknowledges said instrument to be the free act and deed of said corporation.

In testimony whereof, I have set my hand and affixed my official seal this ________ day of ____________________, 1954.

____
Notary Public for Oregon

My commission expires on the _____ day of ______, 19___.

RECEIVED
OCT 7 - 1954
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 5, 1954

SUBJECT:

To:

D. J. Sage
District Maintenance Superintendent

Dear Sir:

Reply is made to your letter of October 4 concerning the letter forwarded you on September 30, subject: cleaning of ditches in the big cut at Low Pass.

I knew that we had previously discussed this matter and during that week when I was on the project with Resident Engineer Putnam, Geologist Scott and Consulting Engineer Roy Klein, Putnam advised me that the ditches had been cleaned. They did not look as well filled up as on my previous inspection, and I, therefore, assumed that this was correct.

However, your explanation that the material had merely been bladed back explains this discrepancy. My letter of September 30, therefore, was in error.

Please proceed as outlined in the letter from Mr. Stiffler, namely, do not remove anything other than that which is necessary to maintain traffic safety.

Very truly yours,

Tom Edwards
Tom Edwards
Division Engineer

TE:gb
cc: W. W. Stiffler
C. W. Enfield
H. G. Smith
E. A. Collier

RECEIVED
OCT 7 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 30, 1954

SUBJECT:

To:

D. J. Sage
District Maintenance Superintendent

Dear Sir:

You are in receipt of a copy of Mr. Stiffler's letter of September 28 concerning the cleaning of the ditches in the big cut at Low Pass on the Siuslaw Highway.

This office had previously discussed this matter with you and ordered that the material not be moved. I know that the condition became so aggravated that cleaning of the ditches was necessary and that you have done so.

In the future you shall not clean these ditches until this office has been notified in order that we may advise the legal staff to take the necessary photos to substantiate our position in the matter.

Very truly yours,

Tom Edwards
Tom Edwards
Division Engineer

TE:gb
cc: W. W. Stiffler
F. A. Collier
C. W. Enfield

RECEIVED
OCT 1 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER

Form E-1—10M—7-50

182 (3)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

	For Week Ending August 22, 1954
Section Low Pass	Kind of work Grade and Pave
Highway Siuslaw	Section prefix 20-1079
Contractor Natt McDougall Co.	Contract number 3754
Date of contract July 10, 1952	Date of completion Extended to July 31, 1954
Date work started July 30, 1952	Estimated date of completion ...., 19..
Amount of ~~contract~~ Auth. less Engr. $ 789,570.45	Per cent of time elapsed 175.6 %

Estimated cost of completed project, exclusive of engineering $ 728,379.25

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 59,930.63, 98.8 %	Date project was completed July 13, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

One man in office working part time on Semi-final Estimate. The Estimate should be completed next week.

NOTED [illegible]

B. A. MARTIN

NOTED
FORREST COOPER

Signed J H Putman

Address 2191 E. 15th St. Eugene, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.54	2.54			2.54
Miles partially completed					
Miles completed	2.54	2.54			2.54
Total estimated quantities	771,365 CY [illegible]	21,338 CY	730 CY		8524 T
Estimated quantities moved or placed to date	771,365 CY	21,338 CY	730 CY		8524 T
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 41608

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[illegible]

3754

July 15, 1954

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 13, 1954 on Contract No. 3754, Low Pass Section, in Lane County, in connection with Federal Aid Project No. DP-188 (3).

Very truly yours

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:gs

cc: John Cattrall

ANGUS GIBSON
683 LAUREL ST.
JUNCTION CITY, OREGON

COMMITTEES:
CHAIRMAN: FINANCIAL AFFAIRS
MEMBER: ELECTIONS AND PRIVILEGES
ROADS AND HIGHWAYS
WAYS AND MEANS

STATE OF OREGON
SENATE CHAMBER
SALEM

July 7, 1954

Ben R. Chandler, Chairman
Oregon State Highway Commission
Coos Bay, Oregon

Dear Ben;

This is a letter of appreciation for the completion of the cut-off over the Low Pass on Highway 36.

Please express to the other memebers of the Highway Commission my thanks for a job well done; Charles H. Reynolds, M. K. McIver, and R. H. Baldock, your highway engineer. I want to assure you that the citizens of Junction City join with me in expressing their thanks.

I also want to complement you for the other improvement between Junction City and Harrisburg. I know that you intended to give us a better highway, and that this one does not meet with your high standards, but we are very satisfied and thankful for a fine improvement.

Sincerely yours,

Angus Gibson

Angus Gibson

MK

CC: R. H. Baldock

RECEIVED
FOR FILING

BF-188(3)

3754

Salem, Oregon
June 10, 1954

Mr. R. H. Baldock

As you requested, I have conferred with Mr. Smith relative to the Natt McDougall suit, and Mr. Smith has prepared a very exhaustive report covering the matters brought up by Mr. Wyckoff. Mr. Smith's report is attached, and in my estimation he has prepared a fine report and the Legal Department should be able to outline an excellent defense from the information furnished.

It might be desirable that a conference be held between you, me, Mr. Smith, Mr. Edwards, the Resident Engineer, and the Legal Department, to pinpoint our final course of action in the defense.

Mr. Smith will be absent from the office this next week, but Mr. Cooper will be available for any leg work that you might wish him to do.

W. C. Williams

WCW:me

Encl.

FORM E 30 25M 9-51 523

B7 1 (E)

3754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 3, 1954

SUBJECT:

To: Mr. W. C. Williams

Please refer to copy of the letter to me under date of June 1 from Ralph Wyckoff relative to the Natt McDougall Company suit. Please discuss this with Mr. Smith and the Resident Engineer and prepare some answers, and when I get back we will have a conference ~~too~~ and then I will reply.

NOTED
W. C. WILLIAMS

R. H. Baldock

RHB:me

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LANE

NATT McDOUGALL COMPANY, Plaintiff,	)	
v.	)	No.
STATE OF OREGON by and through its State Highway Commission, Defendant.	)	COMPLAINT

Plaintiff for cause of suit against defendant complains and alleges as follows:

I

Plaintiff is a corporation organized and existing under the laws of the State of Delaware and at all times herein mentioned has been and now is duly qualified under the statutes of Oregon to engage in business as a foreign corporation in the State of Oregon. Plaintiff is engaged in business as a general contractor and its executive and administrative office is in Portland, Oregon.

II

Defendant (hereinafter referred to as the "Commission") is a part of the State Highway Department, a department of the State of Oregon (Section 366.105 O.R.S.), and is the entity designated by statute (Section 30.320 O.R.S.) to be named as party in a suit against the State of Oregon upon a contract made by said Commission after February 28, 1929, and within the scope of its authority.

III

On June 26, 1952, the Commission duly advertised for bids for grading and paving of a section known as the "Low Pass

Section" of the Siuslaw Highway, a part of the State Highway System in Lane County, Oregon. Said project consisted of a realignment and relocation of the crossing of said highway over the summit of the Coast Range. Said call for bids required the submission of bids on July 10, 1952.

IV

Immediately after said advertisement for bids the Commission delivered to plaintiff, upon plaintiff's request, "Plans for Proposed Project, Low Pass Section, Siuslaw Highway, Lane County" hereinafter referred to as the "Plans." A true copy of the plans is hereto attached, marked Exhibit A and by this reference made a part hereof.

V

Plaintiff, on July 10, 1952, in full compliance with the terms of said advertisement for bids submitted to the Commission a bid for said work. In submitting said bid plaintiff relied upon the information shown in the Plans relating to the nature and extent of the work to be done thereunder.

VI.

In the interval between the advertisement for bids and the submission by plaintiff of its bid for the work, plaintiff made a thorough examination of the site of the work and fully informed itself as to the quality and quantity of materials and the character of the work required to the extent that the facts as to the quality and quantity of materials and the character of the work required could be determined without subsurface borings and explorations. The interval between June 26, 1952, the date of the Commission's advertisement for bids, and July 10 1952, the date upon which the Commission required bids for the job to be submitted, was so short that plaintiff could not have conducted its own subsurface explorations, and plaintiff, prior to the submission of its bid, had no opportunity to conduct subsurface explorations to determine for itself the existing subsurface conditions at the site of the work shown in the Plans.

VII

Plaintiff's bid so submitted was the lowest of the bids submitted and on July 10, 1952, said work was awarded by the Commission to the plaintiff upon the basis set out in said bid. Under date of July 10, 1952, plaintiff and the Commission entered into a contract under the terms of which plaintiff undertook to perform said work upon the terms stated in its said bid. A true copy of said contract, hereinafter referred to as the "Contract," is hereto attached, marked Exhibit B and by this reference made a part hereof.

VIII

Said plans showed that the work extended from Station 9+10.78 at the westerly end of said project to Station 143+31.41 at the easterly end of said project, a total distance measured along the center line of the new highway to be constructed of 13,420.63 feet, or 2.54 miles. The profiles included in the Plans showed the amount of material to be excavated and moved to new embankments as 755,255 cubic yards. Said profiles showed that between Stations 76+80 and 83+90, a distance of 710 feet, the quantity to be excavated was 507,351 cubic yards. Thus between the stations last referred to, which constituted 5.29 per cent of the total length of the project, the material to be excavated constituted 67.18 per cent of the total excavation shown for the entire job. The work between the two stations last referred to came to be known by those engaged on the project as the "big cut," and will be so referred to hereinafter. As shown on said profiles, the extreme depth of excavation of the big cut from the natural elevation at the summit of the Coast Range to the grade established for the new highway at the center line was approximately 200 feet.

IX

Said plans indicated that the material to be excavated was substantially uniform from end to end of the project and was of a nature such that on the average a cubic yard of material excavated would, when placed in embankment, compact to 0.944 cubic yards. This ratio of excavation quantities to embankment quantities was shown on the Plans uniformly for every cut and every embankment to be constructed. In particular, the Plans showed that the 507,351 cubic yards to be excavated from the big cut would, when placed in embankment, produce 479,154 cubic yards of embankment, a ratio of 1 to 0.944.

X

As a matter of engineering practice and as a matter of common understanding of engineers and contractors familiar with this type of work, the representation that materials so excavated will compact to that extent when placed in embankment is a representation that the material is such that for the most part it can be excavated with ordinary earth-moving machinery without the necessity for blasting prior to excavation. Solid rock when excavated "swells" when placed in embankment, that is, the volume of rock after blasting for excavation has a volume in embankment greater than its volume in its natural state because of voids created by reduction of rock to small pieces. The bid submitted by plaintiff as reflected in the Contract was based upon the engineering conclusion from the data in the Plans that the major part of the material to be excavated from the big cut could be moved by earth-moving machinery without blasting.

XI

Said Plans indicated that the excavation in the big cut would produce slopes on each side of the highway in the big cut of 1 to 1, that is, an angle of 45 degrees to the horizontal, or an increase in distance of one foot horizontally from the center line for each increase in elevation of one foot above the finished grade of the newly constructed highway. As a matter of engineering practice and as a matter of common understanding of engineers and contractors familiar with this type of work, a showing of 1 to 1 slopes is the equivalent of a representation that the material to be excavated is of a nature such that a 1 to 1 slope is necessary to maintain a stable slope in the finished cut, which is a further representation that the material is such as can be excavated for the most part with ordinary earth-moving machinery without the necessity for blasting prior to excavation. In engineering practice, if the material to be encountered in a cut is solid rock, a slope steeper than 1 to 1 will maintain itself in the finished cut. The bid submitted by plaintiff, as reflected in the Contract, was based upon that interpretation of the Plans.

XII

Plaintiff, shortly after July 10, 1952, commenced work under the Contract and proceeded with due diligence until the completion of all excavation and grading work required by the Contract in the month of November, 1953, and the only work which remains to be done under the Contract is (a) the clearing and cleaning up of some small slides which have occurred in the winter season of 1953-1954, and (b) the placement of the paving required by the Contract. The placement of paving cannot, because of weather conditions, be done until the late spring or summer of 1954, and the Commission, recognizing that fact, has granted to plaintiff an extension of time for completion of the Contract to enable plaintiff to complete the paving at the time indicated in 1954.

XIII

Plaintiff commenced the major work of excavation of the material from the big cut in May, 1953. After the removal by plaintiff of overburden varying in depth from approximately 4 to 12 feet of earth removable by the use of ordinary earth-moving equipment without blasting, plaintiff encountered solid rock in the cut which could be excavated only by blasting, and from that elevation to the bottom of the cut the material was nearly 100 per cent solid rock. When plaintiff had proceeded with the excavation to a level approximately 60 feet above the finished grade of the highway, the Commission and its engineers (a) recognizing that a 1 to 1 slope was not required to maintain the finished slopes of the cut, and (b) recognizing further that rock from the big cut swelled rather than compacted in embankment so that had all of the material been excavated from the big cut in conformity to the Plans there would have been material excavated in excess of that necessary to make embankments as shown in the Plans, authorized and directed the plaintiff to change the slope to a 1/2 to 1 slope for the remaining 60 feet. This change resulted in the reduction in the quantities to be excavated from the big cut so that instead of the 507,351 cubic yards of excavation, as shown in the Plans, the material actually excavated by plaintiff from the big cut was approximately 470,000 cubic yards. Of that quantity excavated approximately

400,000 cubic yards or 85.1 per cent consisted of solid rock which could be excavated only after blasting.

XIV

The solid rock encountered in the big cut constituted a subsurface and latent condition differing from those shown in the Plans and an unknown condition of an unusual nature differing materially from those generally recognized as inhering in work of the character provided for in the Plans and specifications, all within the meaning of paragraph 8-11 of the Contract. Plaintiff, upon encountering the solid rock in the big cut, called the condition to the attention of the Commission's engineer, and the engineer promptly thereafter examined and investigated the conditions in the big cut but the Commission's engineer has arbitrarily refused to provide for any increase of plaintiff's costs resulting from such conditions encountered in the big cut.

XV

Plaintiff's field cost of excavation of the material from the big cut was $502,772.20 as contrasted with the amount of $260,576.42, which results from application of the unit price of $0.45 per cubic yard for general excavation and overhaul items stated in the Contract in Items 4, 5 and 6 of "Schedule of Contract Prices." Said cost so stated includes nothing for profit to plaintiff or any part of plaintiff's general overhead expense or plaintiff's expense of operation of its Portland general office. As a consequence, if provision is not made for plaintiff's increased cost on account of the conditions encountered in the big cut, plaintiff's field loss on account of its work of excavation of the big cut will be $242,195.78. The amount reasonably to be added to said sum of

$242,195.78 to cover a reasonable profit and general overhead expense to plaintiff for its work of excavation of the big cut is 13.35 per cent of the field cost of $502,772.20, reduced by $97,121.24, cost of use of equipment included therein, or $405,650.96. 13.35 per cent thereof is $54,154.40. This amount added to $242,195.78 equals $296,350.18.

XVI

All of the work performed by plaintiff in excavation of the big cut was done in accordance with best engineering and construction practices and the costs incurred, as alleged in paragraph XV, were reasonable and not in excess of the costs for which the work could have been performed by any other methods.

XVII

By reason of the facts hereinbefore stated, plaintiff at or prior to the completion of its performance of the Contract will be entitled under the provisions of the Contract to receive $296,350.18 in excess of the amounts payable to plaintiff based on unit prices stated in the Contract applied to the units of work actually performed by plaintiff under the Contract.

XVIII

Plaintiff has completed the performance of all items of work shown in the Contract under the heading "Schedule of Contract Prices" except the following:

Item No.	Item	Unit Price	Amount
20	Concrete Sight Posts, 120 only For Ten Dollars and Fifty Cents each	10.50	$ 1,260.00
21	3" O Material in Base, 18,300 cu. yds. For Three Dollars and Forty Cents per cu. yd.	3.40	62,220.00

Item No.	Item	Unit Price	Amount
22	3/4" 0 Material in Base and Shoulders For Three Dollars and Forty Cents per cu. yd.	3.40	$ 14,620.00
23	Sprinkling - 500 M-gals For Three Dollars per M-gal.	3.00	1,500.00
24	Preparation of Base 2.54 miles For Three Hundred Dollars per mile	300.00	762.00
25	3/4" 0 Material in Binder Course 460 cu. yds. For Five Dollars per cu. yd.	5.00	2,300.00
26	RC-3 Asphalt in Binder Course 80 tons For Fifty Dollars per ton	50.00	4,000.00
27	Class "B" Asphaltic Concrete 9,400 tons For Seven Dollars and Fifty Cents per ton	7.50	70,500.00
28	RS-1 Emulsified Asphalt in Seal Coat 40 tons For Sixty Dollars per ton	60.00	2,400.00
29	Aggregate in Seal Coat 240 cu. yds. For Six Dollars per cu. yd.	6.00	1,440.00
30	3/4" 1/2" Crushed Material in Stockpile 300 cu. yds. For Three Dollars and Forty Cents per cu. yd.	3.40	1,020.00
31	1/2"-1/4" Crushed Material in Stockpile 300 cu. yds.	3.40	1,020.00
32	1/4"-#10 Crushed Material in Stockpile 150 cu.yds. For Three Dollars and Forty Cents per cu. yd.	3.40	510.00
	Total		$163,552.00

less $75,244.79 included therein for crushed rock which plaintiff has already placed on detours or stockpiled and for which plaintiff has been paid, or a net amount for uncompleted work of $88,307.71 (subject to minor adjustments for measurement of quantities to be placed hereafter). All of the items so enumerated in this paragraph XVIII are parts of the work of paving as required by the Contract.

XIX

The work performed by plaintiff under the Contract is at the present time in excess of 75 per cent of the total amount of work to be performed by the plaintiff, and the work of paving still not completed as summarized in the foregoing paragraph XVIII is less than 25 per cent of the total amount of work to be performed by the plaintiff under the Contract. In these circumstances, under the provisions of paragraph 8-13 of the Contract, plaintiff is entitled to be paid for all of the work thus far done under the Contract, less 7½ per cent of the total amount payable to plaintiff under the Contract.

XX

The total amount which will be payable to plaintiff upon completion of the Contract, including (a) the work heretofore performed by plaintiff at the unit prices stated in the Contract in the amount of $642,980.97; (b) the additional payment in the amount of $296,350.18 on account of the conditions encountered in the big cut; and (c) the amount specified in the Contract for items not yet completed enumerated in paragraph XVIII totaling $88,307.71, is a total of $1,027,638.86. At the present time, because the Contract has not been completed, the Commission, under the terms of paragraph 8-13 of the Contract, is entitled to retain 7½ per cent thereof or $77,072.91. As a consequence, plaintiff is now entitled to receive from the Commission an amount computed as follows:

(a)	Work completed to be paid for under unit prices stated in the Contract	$642,980.97
(b)	Additional payment due under paragraph 8-11 of the Contract on account of conditions encountered in the big cut	296,350.18
(c)	Total Amount Earned	$939,331.15

(d)	7½ per cent of $1,027,638.86, the total payments which will be due upon completion of the Contract, to be retained by the Commission until the completion of the job	$ 77,072.91
(e)	Difference	$862,258.24
(f)	Amounts heretofore received by plaintiff as partial payments for work heretofore done	620,375.67
(g)	Net amount now due and payable to plaintiff	$241,882.57

A reconciliation of said figure of $241,882.57 and the figure of $296,350.18 stated in subparagraph (b) above is as follows:

(a)	Net amount now due	$241,882.57
(b)	Amount which the Commission is now entitled to retain	77,072.91
(c)	Total	$318,955.48
(d)	Less amount presently retained by Commission for work completed at unit prices stated in Contract	22,605.30
(e)	Difference	$296,350.18

XXI

Plaintiff has heretofore demanded from defendant payment to plaintiff of plaintiff's increased costs incurred by reason of the conditions encountered in the big cut, as above stated, but the Commission has declined and refused to pay any portion of said increased costs, and does still so refuse to do, by reason whereof there is now due and owing to plaintiff, by reason of said increased costs, the sum of $241,882.57.

WHEREFORE, plaintiff demands judgment against defendant for the sum of $241,882.57, together with interest thereon at the rate of 6 per cent per annum until paid, and for plaintiff's costs and disbursements incurred herein.

FLETCHER ROCKWOOD

HUGH L. BIGGS

HART, SPENCER, McCULLOCH, ROCKWOOD & DAVIES
Attorneys for Plaintiff

STATE OF OREGON)
) ss.
County of Multnomah)

I, JACK McDOUGALL, being first duly sworn, on oath depose and say: That I am Vice President of Natt McDougall Company, the plaintiff in the above-entitled action; that I have read the foregoing complaint, know the contents thereof, and the same is true as I verily believe.

JACK McDOUGALL

Subscribed and sworn to before me this 14th day of April, 1954.

HUGH L. BIGGS
Notary Public for Oregon

(NOTARIAL SEAL)

My commission expires: 3/11/56

C
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P
Y

NATT McDOUGALL COMPANY

Excerpts from Minutes
Oregon State Highway Commission
Volume 37, Part 2,
Pages 20151 - 20152

Portland, Oregon
July 10, 1952

The State Highway Commission convened in regular session at 9:00 a.m. Pacific Standard Time, in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
W. C. Williams, 1st Assistant State Highway Engineer
W. W. Stiffler, 2d Assistand State Highway Engineer
G. W. Enfield, Chief Counsel
Forrest Cooper, Right of Way Engineer
C. H. Armstrong
C. H. Maison, Manager, Accounting Division
H. B. Glaisyer, Secretary

Bids as follows for highway construction and the making of an aerial survey for a proposed relocation of the Oregon Coast Highway in Curry County were opened and read aloud by the Secretary in conformity with previously published notices, at the conclusion of which it was announced that the awards of contracts would be made at 4:00 p.m. Pacific Standard Time, in the same room:

****

SIUSLAW HIGHWAY IN LANE COUNTY
LOW PASS SECTION

Natt McDougall Company, Portland	$ 753,510.00
Funderburk Construction Co., Sutherlin	767,096.50
Kuckenberg Construction Co., Portland	821,772.00
Fred H. Slate Co. Oreg. Ltd. and E. C. Hall Co., Portland	848,206.00
Lucich Company, Seattle, Washington	849,220.00
Roy L. Houck and Son, Salem	849,220.00
Parker-Schram Co., Portland	925,436.50
McNutt Bros., Eugene	973,467.50
Peter Kiewit Sons Company, Longview, Wash.	987,740.50
	1,076,826.00

****

The Commission discussed with the Engineer the bids received for highway construction at the morning session, and at 4:00 p.m., Pacific Standard Time, Commissioner Reynolds publicly announced the Commission's decision with respect to each project as follows, the Commission's action in each instance having been by unanimous vote:

****

"Grading and paving on the Low Pass Section of the Siuslaw Highway, about two miles east of Blachly in Lane County: Nine bids were received for this work, the low one being that of Natt McDougall Company, Portland, in the sum of $735,510.00. The Commission has awarded the contract to the low bidder, Natt McDougall Company, at its bid price.

****

Excerpts from Minutes
Oregon State Highway Commission
Advance Copy, Subject to Revision
Pages 73 - 84

Portland, Oregon
September 25, 1953

The meeting of the State Highway Commission reconvened in regular session at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Assistant State Highway Engineer
W. W. Stiffler, 2d Assistant State Highway Engineer
C. W. Enfield, Chief Counsel
R. L. Porter, Right of Way Engineer
C. H. Armstrong, State Parks Superintendent
C. H. Maison, Auditor
Floyd Query, Assistant Secretary

Mr. H. B. Glaisyer, Secretary, was excused because of illness.

****

The Engineer reported that Natt McDougall Company which holds Contract No. 3754 for construction of the Low Pass Section on the Siuslaw Highway in Lane County has stated that it will probably lose about $100,000 on this contract. He explained that the job is composed largely of a cut 200 feet deep across the top of a mountain ridge and that the material in the cut contains a larger percentage of rock than was anticipated. In line with the usual practice, he said, a number of borings were made in the cut area, but these borings did not indicate that the excavation would be as difficult as it has developed; however, he pointed out borings are made purely on prospect basis and no assurance is given that actual excavation will be as indicated by the boring samples. There is no clause in the contract, he added, by which the Commission can legally pay the company an additional amount. He requested and the Commission granted authority to write to the contractor and advise him that no additional compensation can be made for the extra work.

****

NATT McDOUGALL COMPANY - 3

Excerpts from Minutes
Oregon State Highway Commission
File Copy, Pages 1 - 21

Portland, Oregon
February 24, 1954

The State Highway Commission met in regular session at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, Deputy State Highway Engineer
W. W. Stiffler, Assistant State Highway Engineer
C. W. Enfield, Chief Counsel
Robert L. May, Jr., Assistant Counsel
R. L. Porter, Right of Way Engineer
C. H. Armstrong, Parks Superintendent
C. H. Maison, Auditor
H. B. Glaisyer, Secretary

Commissioner M. K. McIver was excused from attending this meeting.

****

The Chief Counsel submitted a report on a claim filed by Natt McDougall Company, Contractors, for extra compensation due to hard materials encountered in the performance of their contract for construction of the Low Pass Section of the Siuslaw Highway in Lane County, known as State Highway Contract No. 3754. The Contractors claimed that the unclassified material in the bid cut, totaling about 475,000 cubic yards, cost them about $225,000 more than they would receive on the unit price bid of $0.45 per cubic yard. They alleged that, from the information on hand at the time that bids were received, they thought the material could be removed with a shovel with little or no blasting, whereas it proved to be very hard rock and required heavy blasting. They asked to be reimbursed for a loss on the entire job of $175,000. The Chief Counsel advised that the claim, as alleged, does not come within the provisions of paragraph 8-11 of the contract; also, that it is his opinion that the Engineer does not have authority to prepare an estimate for this additional compensation to be paid to the contractor, nor does the State Highway Commission have the legal authority to pay this claim. As a result of the discussion, the Commission decided to deny the claim. The Chief Counsel indicated that, if the claim were denied, Natt McDougall Company probably will attempt to recover their loss by court action.

****

1.

Mr. Baldock

FORM E[illegible] 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1954

NOTED
State Highway Engineer

SUBJECT:

Matt McDougall Co.
vs.
State of Oregon
L-2159
Action at Law

To: Memorandum to the File

Mr. [illegible] Higgs, one of the attorneys for the plaintiff in the above-entitled case, called me this date upon receipt of our motion to quash service and to dismiss the above-entitled case which is presently filed in the Circuit Court of the State of Oregon for Lane County.

Mr. Higgs indicated that they would prefer to have the case tried in Lane County but of course would respond to our motion thinking that possibly the motion was well taken if we insisted upon change of venue. Rather than argue the motion and have the service quashed, Mr. Higgs is willing to consent to having the case transferred to Marion County and I told him to prepare a form of stipulation and send the same to us for execution so as to effect the transferral of this case. Mr. Higgs is going to accomplish this immediately.

Mr. Higgs inquired as to whether or not a new circuit judge had been appointed in Marion County and indicated that there may be some difficulty in securing a judge in Marion County that would be satisfactory to the plaintiff. He advised that they would probably file a motion against Judge Duncan if he undertook the trial of the case which means that the case would probably be tried by whatever new judge is appointed inasmuch as Judge Felton handles principally probate and other equity matters that do not get into jury trials.

Mr. Higgs also advised that they would probably want a view of the property, this being one of the reasons why they were desirous of having the case tried in Lane County as well as wanting it tried before Lane County judges which they considered to be quite strong.

Memorandum to [illegible]
Matt Monongal. Co.
May 18, 1954
Page 2

Mr. Biggs also asked as to whether or not we would be willing to have the case tried without a jury. I informed him that I had not had an opportunity of course to give this matter any consideration but that my first impressions were that we would be desirous of having the case tried before a jury rather than the court alone. I also told Mr. Biggs that the next jury term starts the first Monday in July and that it would be unlikely that this case could be set down for trial prior to the July term. He apparently is anxious to have the case brought to issue as soon as possible and is desirous of our filing an answer within the prescribed time upon transferal of the case to Marion County. It will of course be necessary for engineering features to be handled as quickly as possible so that our answer can be filed when this transferal has been accomplished.

C. [illegible]
Chief Counsel

C:Lal
cc - L. I. Lindsay
A. Nickoff
F. A. Morgan
A. H. Baldock ✓
F. Cooper
W. C. Williams

FORM E-125 90M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

[illegible]
3754

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 7, 1954

Hart, Spencer, McCulloch, Rockwood and Davies
Attorneys at Law
1410 Yeon Building
Portland 4, Oregon

Re: Claim of Natt McDougall Company - Low Pass Section of the Siuslaw Highway, Lane County--Contract No. 3754

Attention: Mr. Fletcher Rockwood

NOTED
State Highway Engineer

Gentlemen:

Subsequent to the conference held in my office, at which time you supplied me with copies of the draft of a proposed complaint to be filed in the Circuit Court of the State of Oregon for Lane County, and the computations of Natt McDougall Company with respect to their cost figures relative to the excavation of material from the "big cut", in construction of the Low Pass Section of the Siuslaw Highway, we have reviewed the allegations contained in the draft of the complaint and the cost computations of Natt McDougall Company upon which the allegations are based, in light of your request that the Highway Commission admit or stipulate to the correctness of the allegations contained in the complaint with respect to the quantities of material excavated and the cost thereof, or as such minor changes might be made thereto, if the State Highway Department's records indicated that there were minor discrepancies in your figures and allegations.

After carefully considering this request I do not believe that it would be in the interest of the State to admit or stipulate to the correctness of these figures, but rather if the proposed complaint is filed and the matter goes to trial that evidence should be introduced to support the allegations contained in the proposed draft of complaint. I realize that the necessity of introducing evidence on this matter will require some time, which might otherwise be eliminated by stipulation or admission by the State; however, considering the novel and unique nature of this action and its grave importance to the State, not only with respect to the outcome of this litigation, but also with respect to the precedent that it may establish, in my opinion I would be doing a disservice to the State if I complied with your request, even assuming that the pertinent allegations contained in the proposed draft of complaint and the computations of Natt McDougall Company were substantially correct.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
W. C. Williams
Forrest Cooper
Leonard Lindas

RECEIVED
FOR FILING

FORM E-30 25M 9-51 82318

[illegible] (3)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 30, 1954

SUBJECT:

To:
Mr. C. W. Enfield
Chief Counsel
OFFICE

NOTED
W. C. WILLIAMS

Referring to the matter of the claim of Natt McDougall against the State of Oregon in connection with the so-called Low Pass job in Lane County, I hand to you herewith copy of a report prepared by our Cost Analyst for your information.

I shall endeavor to get any information that you might wish in connection with this case.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js
Encl.
cc W. C. Williams

RECEIVED
DEC 28 1955
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 22nd, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

query
please put this in
the safe "as is".
Release only
as directed
H. B. Glaisyer

Dear Sir:

Reference is made to the Low Pass Section of the Siuslaw Highway in Lane County, Oregon. Attached to this letter is the original driller's log of the deep test hole driller at Station 48+45 Lt. 2 feet. Mr. C. W. Enfield, Chief Counsel, has requested that this log be kept in a safe place, as it will be important evidence in the pending Matt McDougall suit.

In view of the above, would you please keep this log in your safe until such time as it is needed by the Legal Department? It is recommended that it be released only to those persons designated by Mr. Enfield or Mr. Baldock.

A copy of this log has been made and will be kept in the Low Pass job file in my office. This file is available for inspection at all times.

original of log James & Linden 12/27/52
H. B. Glaisyer
also McDougal's original proposal
also " Lewin [illegible]

Very truly yours,

Ray Webber
Ass't. Construction Engineer

cc to: R. H. Baldock
C. W. Enfield
H. G. Smith

original of this
letter in general files,
H. B. Glaisyer

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 22nd, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

Reference is made to the Low Pass Section of the Siuslaw Highway in Lane County, Oregon. Attached to this letter is the original driller's log of the deep test hole driller at Station 48+45 Lt. 2 feet. Mr. C. W. Enfield, Chief Counsel, has requested that this log be kept in a safe place, as it will be important evidence in the pending Natt McDougall suit.

In view of the above, would you please keep this log in your safe until such time as it is needed by the Legal Department? It is recommended that it be released only to those persons designated by Mr. Enfield or Mr. Baldock.

A copy of this log has been made and will be kept in the Low Pass Job file in my office. This file is available for inspection at all times.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

cc to: R. H. Baldock
C. W. Enfield
H. G. Smith

Drillers log with cc of above letter
placed in the safe on 3/22/54

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 2, 1954

3754

Mr. Fletcher Rockwood
Attorney at Law
Yeon Building
Portland, Oregon

Re: Nat McDougall Company Claim
Low Pass Section, Siuslaw Highway
State Highway Contract No. 3754

Dear Mr. Rockwood:

Pursuant to your request, I enclose herewith three conformed copies of contract No. 3754 and three copies of State Highway Department plans, Low Pass Section - Siuslaw Highway, Project No. BF-188(3), consisting of seven numbered sheets and one unnumbered sheet each.

If we can be of any further service, please advise.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
H. B. Glaisyer

F-1 (2) Low Pass Sec. of the Siuslaw 1955,
[illegible], about 2 miles east of
[illegible] [illegible]. Folder 3

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3754

Comparison of Contract Quantities and Amounts With Final Estimate

Low Pass Project - Contract No. 3754

Item No.	Item	Unit	Unit Price	Contract		Final Estimate	
				Quantity	Amount	Quantity	Amount
1	Clearing & Grubbing	All.Sp.	90.000.00	100%	90,000.00	100%	90,000.00
2	Structural Exc., Un.	cu.yd.	5.00	1,880	9.400.00	1,987.12	9.935.60
3	Trench Exc., Uncl.	cu.yd.	2.50	210	525.00	409.63	1,024.08
4	General Exc., Uncl.	cu.yd.	0.45	769,638* 847,000	381,150.00	751,591.3	338 216.09
5	Short Overhaul	yd.sta.	0.015	2,736,000	41,040.00	2,740,774.89	41. 111.62
6	Long Overhaul	C-y.st.	0.65	39,200	25,480.00	34,372.28	22.341.98
7	Finishing Road.& Sl.	Mile	1,500.00	2.54	3,810.00	2.54	3.810.00
8	Rounding Cutbanks	lin.ft.	0.25	5,700	1,425.00	7,795	1,948.75
9	18" Corr. Metal Pipe	lin.ft.	4.85	680	3,298.00	640	3,104.00
10	48" Corr. Metal Pipe	lin.ft.	18.50	70	1,295.00	48	888.00
11	18" Corr. Metal Pipe Extra Strength	lin.ft.	5.50	1,600	8.800.00	1,445	7.947.50
12	24" Corr. Metal Pipe Extra Strength	lin.ft.	8.90	670	5,963.00	656	5,838.40
13	48" Corr. Metal Pipe Extra Strength	lin.ft.	22.00	190	4.180.00	170	3.740.00
14	8" Perf. Metal Drain Pipe, Coated	lin.ft.	4.60	1,900	8.740.00	4,556	20.957.60
15	12" Concrete Pipe	lin.ft.	2.55	160	408.00	153	390.15
16	18" Concrete Pipe	lin.ft.	4.80	170	816.00	192	921.60
17	30" Concrete Pipe	lin.ft.	9.40	70	658.00	66	620.40
18	Salvaging Culvert Pipe	lin.ft.	2.25	120	270.00	7	15.75
19	3/8" - 0 Backfill in Drains	cu.yd.	5.00	540	2.700.00	862	4.310.00
20	Concrete Sight Posts	only	10.50	120	1,260.00	113	1.186.50
21	3" - 0 Material in Base	cu.yd.	3.40	18,300	62,220.00	16,628	56.535.20
22	3/4" - 0 Material in Base & Shoulders	cu.yd.	3.40	4,300	14 620.00	4,170	14 178.00
23	Sprinkling	M-gal.	3.00	500	1,500.00	537.8	1.613.40
24	Preparation of Base	Mile	300.00	2.54	762.00	2.54	762.00

* Figure in ink is net quantity

Item No.	Item	Unit	Unit Price	Contract Quantity	Contract Amount	Final Estimate Quantity	Final Estimate Amount
25	3/4" - 0 Material in Binder Course	cu.yd.	5.00	460	2,300.00	540	2,700.00
26	RC-3 Asphalt in Binder Course	ton	50.00	80	4,000.00	66.7	3,335.00
27	Class "B" Asphaltic Concrete	ton	7.50	9,400	70,500.00	8,524.27	63,932.03
28	RS-1 Emulsified Asphalt in Seal Coat	ton	60.00	40	2,400.00	- -	—
29	Aggregate in Seal Ct.	cu.yd.	6.00	240	1,440.00	- -	—
30	3/4"-½" Crushed Mat. in Stockpile	cu.yd.	3.40	300	1,020.00	296.9	1,009.46
31	½"-¼" Crushed Mat. in Stockpile	cu.yd.	3.40	300	1,020.00	274.8	934.32
32	¼" - #10 Crushed Mat. in Stockpile	cu.yd.	3.40	150	510.00	158.9	540.26

Total Contract "Bid Items" 753.510.00	703,847.69
Extra Work	24,589.74
Total Amount of Contract	728,437.43

Comparison of Bids Received

Zone Pass Project — Contract No. 3754

Bidder	Bid On General Excavation		Total Amount of Bid
	Price	Amount	
Peter Kiewit Sons Co	0.89	753,830.00	1,076,826.00
Mc Nutt Bros	0.68	575,960.00	987,740.50
Parker-Schram Co	0.75	635,250.00	973,467.50
[illegible]	0.725	614,075.00	925,436.50
Lucich Corp	0.67	567,490.00	849,220.00
Fred H. Slate Co. Oregon & E C Hall Co	0.60	508,200.00	848,206.00
[illegible] Construction Co.	0.54	457,380.00	821,772.00
[illegible] Construction Co.	0.40	338,800.00	767,096.50
Nott [illegible] Corp	0.45	381,150.00	753,510.00
Engineer's Estimate	0.50	423,500.00	741,151.50

753

973 50

187.50

753

RECEIVED
JAN 2 1963
FOR FILING

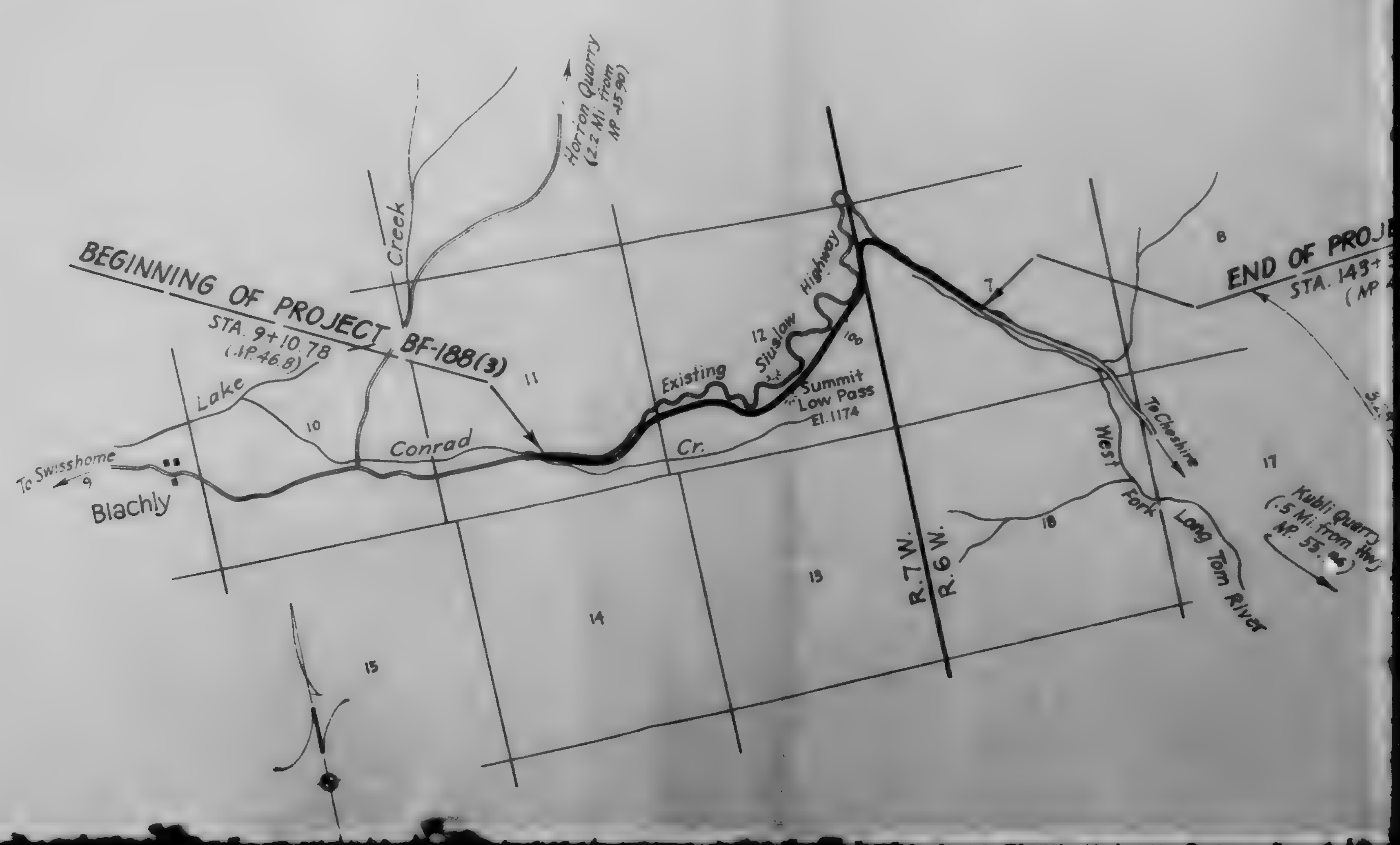
INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
	Title Sheet
2	Summary & Typical Section
3-7	Plan & Profile

Drg. Nos.
2051 – Conc Sight Posts

3754

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
PLANS FOR PROPOSED PROJECT

LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY
JULY, 1952



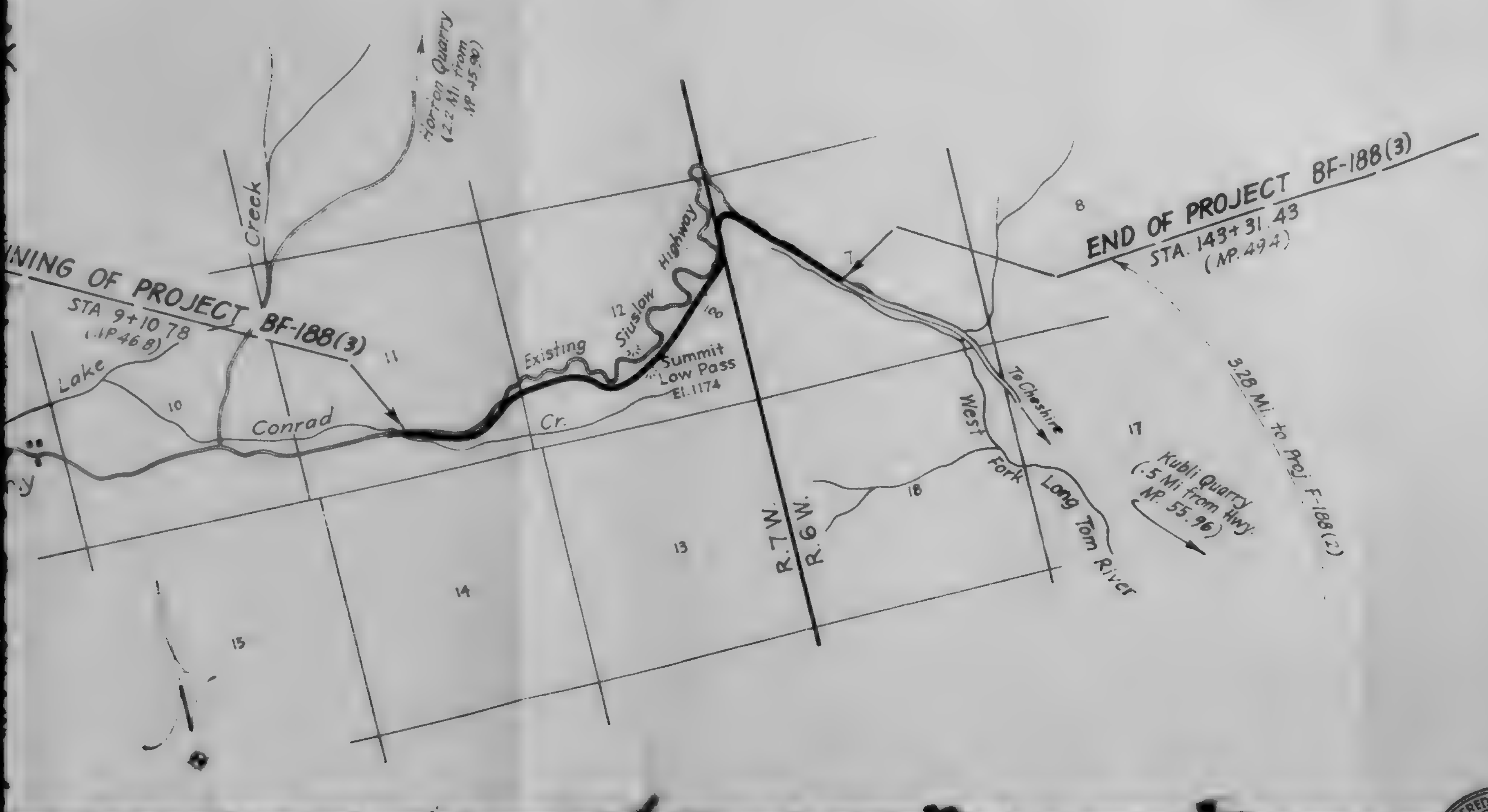
CONVENTIONAL SIGNS

- State Line
- County Line
- City or Town Limits
- Township Line
- Section Line
- Donation Land Claim Line
- Fence Line
- Guard Rail
- Unfenced Property or

LOW PASS SECTION SIUSLAW HIGHWAY LANE COUNTY				SHEET No. I
FED. ROAD Div. No	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-188(3)		See Index

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
PLANS FOR PROPOSED PROJECT

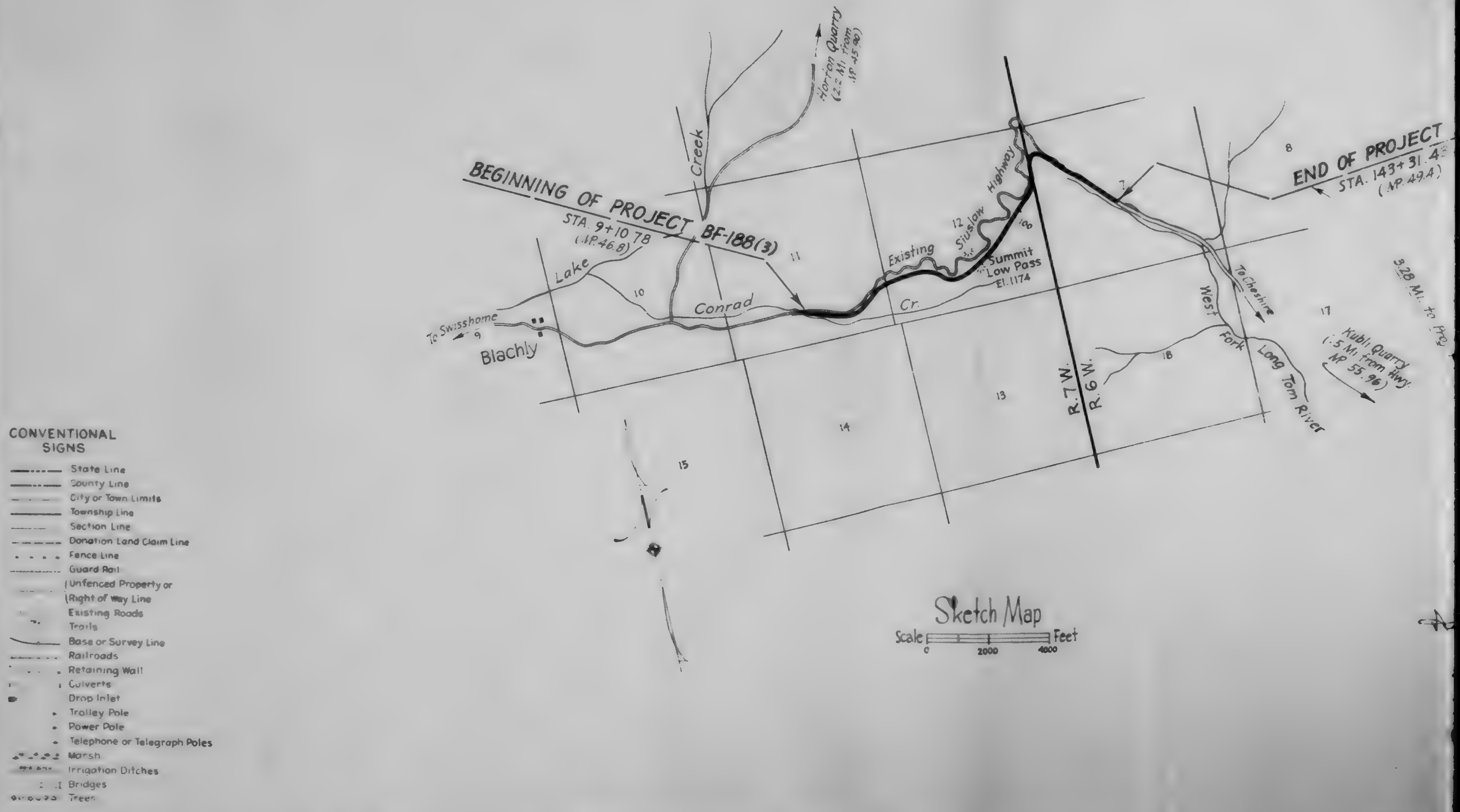
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY
JULY, 1952



STATE HIGHWAY ENGINEER

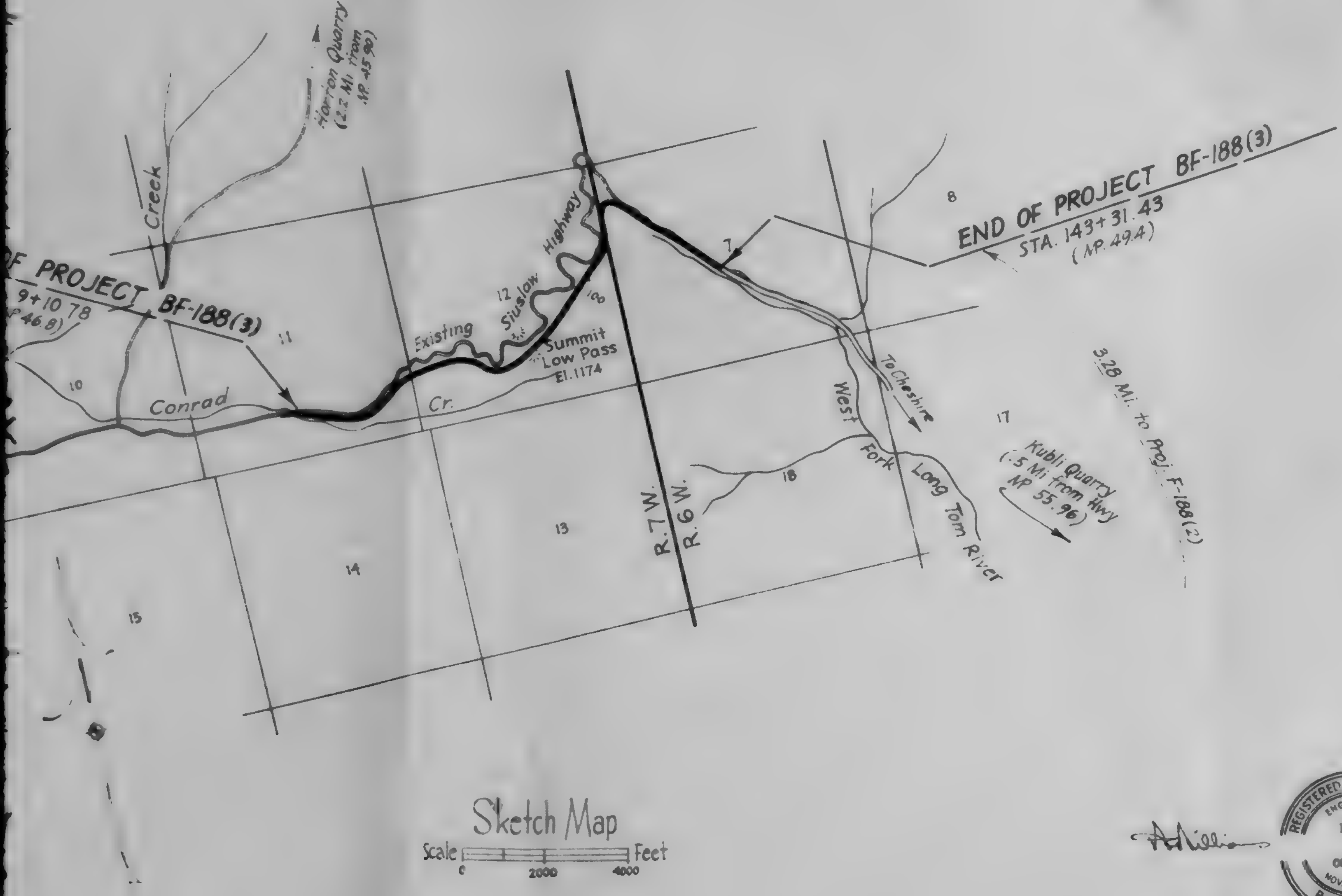
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

JULY, 1952



LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

JULY, 1952



STATE HIGHWAY ENGINEER

157

NOV. 8 1919

R H BALDOCK

STATE HIGHWAY COMMISSION

BEN R. CHANDLER Chairman
CHAS. H. REYNOLDS Commissioner
M. K. McIVER Commissioner

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

RECOMMENDED FOR APPROVAL

DISTRICT ENGINEER DATE

APPROVED

DIVISION ENGINEER DATE

SUMMARY

Length of Project 2.542 Miles

ITEM	UNIT	NET QUANTITY	ALLOW-ANCE	TOTAL	SEGREGATION OF QUANTITIES		
					2 LANE Sta 9+10.78 To Sta 28+00 Sta. 132+50 To Sta. 143+31.43	3 LANE Sta. 28+00 To Sta 66+00 Sta 82+00 To Sta. .32+50	4 LANE Sta 66+00 To Sta 82+00
Clearing & Grubbing	All	All		All	All	All	All
Structural Excavation, Unclassified	Cu. Yd.	1,714	166	1,880	170	1,630	80
Trench Excavation, Unclassified	" "	196	14	210	20	180	10
General Excavation, Unclassified	" "	769,638	77,362	847,000	1,840	268,400	576,760
Short Overhaul	Yd. Sta.	2,487,618	248,382	2,736,000	77,500	2,658,500	
Long Overhaul	C. Yd. Sta.	35,613	3,587	39,200	6,150	33,050	
Finishing Roadbed & Slopes	Mile	2.54		2.54	0.56	1.68	0.30
Rounding Cutbanks	Lin. Ft.	5,155	545	5,700		4,200	1,500
18-inch Corr. Metal Pipe	" "	618	62	680		680	
48-inch " " "	" "	60	10	70	70		
18-inch Extra Strength, Corr. Metal Pipe	" "	1,450	150	1,600		1,600	
24-inch " " " " "	" "	608	62	670		480	190
48-inch " " " " "	" "	170	20	190		190	
8-inch Perf. Metal Drain Pipe Coated	" "	1,770	130	1,900		1,900	
12-inch Concrete Pipe	" "	147	13	160		160	
18-inch " "	" "	153	17	170	110	60	
30-inch " "	"	60	10	70	70		
Salvaging Culvert Pipe	" "	114	6	120	40	80	
3/8"-0 Backfill in Drains	Cu. Yd.	490	50	540		540	
Concrete Sight Posts	One	100	20	120		110	10
3"-0 Material in Base	Cu. Yd.	16,606	1,694	18,300	3,240	12,440	2,620
3/4"-0 Material in Base and Shoulders	" "	3,877	423	4,300	780	2,910	610
Sprinkling	M-Gal	450	50	500	90	340	70
Preparation of Base	Mile	2.54		2.54	0.56	1.68	0.30
3/4"-0 Material in Binder Course	Cu. Yd.	415	45	460	70	320	70
RC-3 Asphalt in Binder Course	Ton	68	12	80	15	50	15
Class "B" Asphaltic Concrete	"	8,556	844	9,400	1,480	6,420	1,500
RS-1 Emulsified Asphalt in Seal Coat	"	36	4	40	5	25	10
Aggregate in Seal Coat	Cu Yd	217	23	240	40	150	50

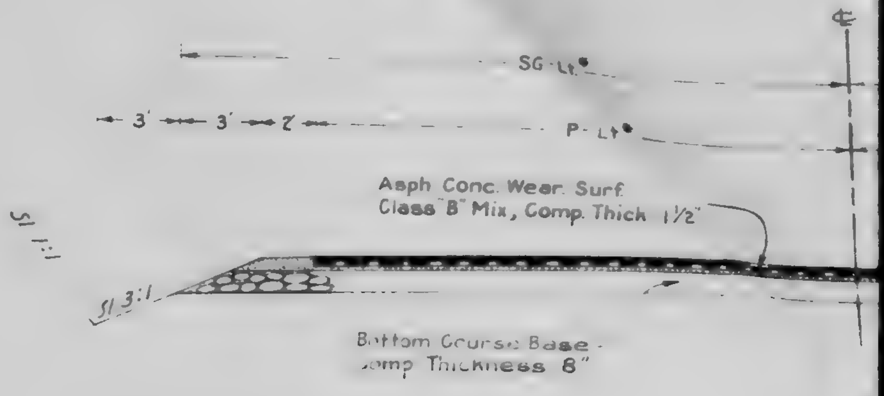
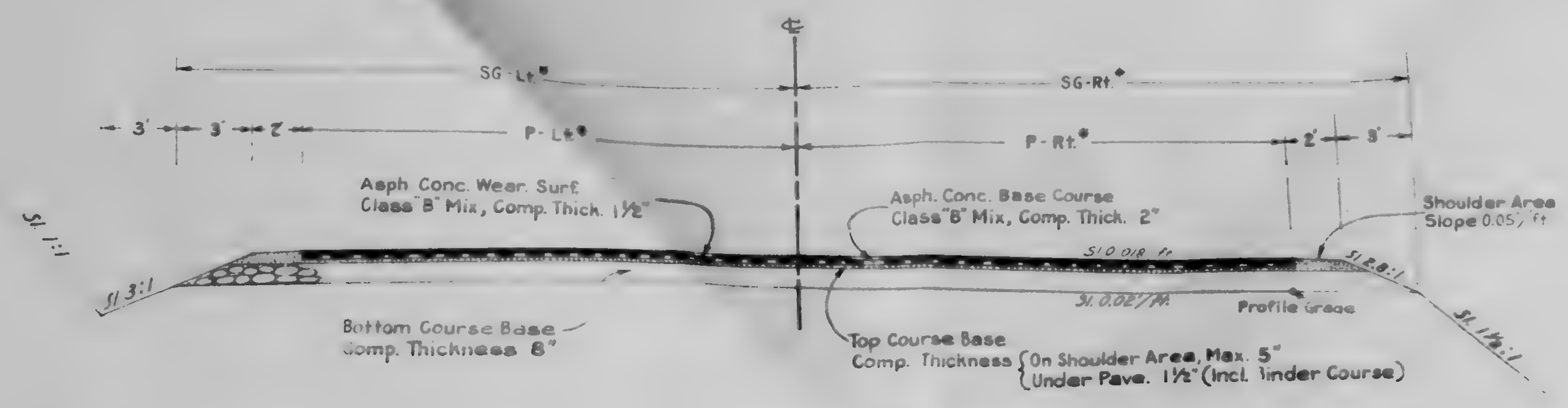


TABLE OF WID

Station	To	Station	P - Pa
			Left
9+10.78	to	23+00	10
23+00	to	28+00	10
28+00	to	61+00	10
61+00	to	66+00	10 - 20
66+00	to	82+00	20
82+00	to	87+00	20

LOW PASS SECTION SIUSLAW HIGHWAY LANE COUNTY				SHEET No. 2
FED. ROAD Div. No.	STATE.	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-188(3)		See Index



Length of Project 2.542 Miles

	Segregation Of Quantities		
AL	2 LANE Sta 9+10.78 To Sta. 28+00 Sta. 132+50 To Sta 143+31.43	3 LANE Sta. 28+00 To Sta 66+00 Sta. 82+00 To Sta. 132+50	4 LANE Sta 66+00 To Sta 82+00
ll	All	All	All
,880	170	1,630	80
210	20	180	10
,000	1,840	268,400	576,760
,000	77,500	2658,500	
200	6,150	33,050	
54	0.56	1.68	0.30
700		4,200	1,500
680		680	
70	70		
,600		1,600	
670		480	190
90		190	
,900		1,900	
160		160	
170	110	60	
70	70		
120	40	80	
540		540	
20		110	10
300	3,240	12,440	2,620
300	780	2,910	610
500	90	340	70
54	0.56	1.68	0.30
460	70	320	70
80	15	50	15
400	1,480	6,420	1,500
40	5	25	10
240	40	150	50

TABLE OF WIDTHS*

Station	To	Station	P - Pavement		SG - Subgrade	
			Left	Right	Left	Right
9+10.78	to	23+00	10	10	15	15
23+00	to	28+00	10	10 - 20	15	15 - 25
28+00	to	61+00	10	20	15	25
61+00	to	66+00	10 - 20	20	15 - 25	25
66+00	to	82+00	20	20	25	25
+00	to	87+00	[illegible]	[illegible]	25	25 - 15

SUMMARY

Length of Project 2.542 Miles

ITEM	UNIT	NET QUANTITY	ALLOW-ANCE	TOTAL	SEGREGATION OF QUANTITIES		
					2 LANE Sta 9+10.78 To Sta. 28+00 Sta. 132+50 To Sta. 143+31.43	3 LANE Sta 28+00 To Sta 66+00 Sta 82+00 To Sta. 132+50	4 LANE Sta 66+00 To Sta 82+00
Clearing & Grubbing	All	All		All	All	All	All
Structural Excavation, Unclassified	Cu Yd.	1,714	166	1,880	170	1,630	80
Trench Excavation, Unclassified	" "	196	14	210	20	180	10
General Excavation, Unclassified	" "	769,638	77,362	847,000	1,840	268,400	576,760
Short Overhaul	Yd. Sta.	2,487,618	248,382	2,736,000	77,500	2,658,500	
Long Overhaul	C Yd. Sta	35,613	3,587	39,200	6,150	33,050	
Finishing Roadbed & Slopes	Mile	2.54		2.54	0.56	1.68	0.30
Rounding Cutbanks	Lin. Ft.	5,155	545	5,700		4,200	1,500
18-inch Corr. Metal Pipe	" "	618	62	680		680	
48-inch " " "	" "	60	10	70	70		
18-inch Extra Strength, Corr. Metal Pipe	" "	1,450	150	1,600		1,600	
24-inch " " " " "	" "	608	62	670		480	190
48-inch " " " " "	" "	170	20	190		190	
8-inch Perf. Metal Drain Pipe Coated	" "	1,770	130	1,900		1,900	
12-inch Concrete Pipe	" "	147	13	160		160	
18-inch " "	" "	153	17	170	110	60	
30-inch " "	"	60	10	70	70		
Salvaging Culvert Pipe	" "	114	6	120	40	80	
3/8"-0 Backfill in Drains	Cu. Yd.	490	50	540		540	
Concrete Sight Posts	One	100	20	120		110	10
3"-0 Material in Base	Cu. Yd.	16,606	1,694	18,300	3,240	12,440	2,620
3/4"-0 Material in Base and Shoulders	" "	3,877	423	4,300	780	2,910	610
Sprinkling	M-Gal	450	50	500	90	340	70
Preparation of Base	Mile	2.54		2.54	0.56	1.68	0.30
3/4"-0 Material in Binder Course	Cu. Yd.	415	45	460	70	320	70
RC-3 Asphalt in Binder Course	Ton	68	12	80	15	50	15
Class "B" Asphaltic Concrete	"	8,556	844	9,400	1,480	6,420	1,500
RS-1 Emulsified Asphalt in Seal Coat	"	36	4	40	5	25	10
Aggregate in Seal Coat	Cu Yd	217	23	240	40	150	50

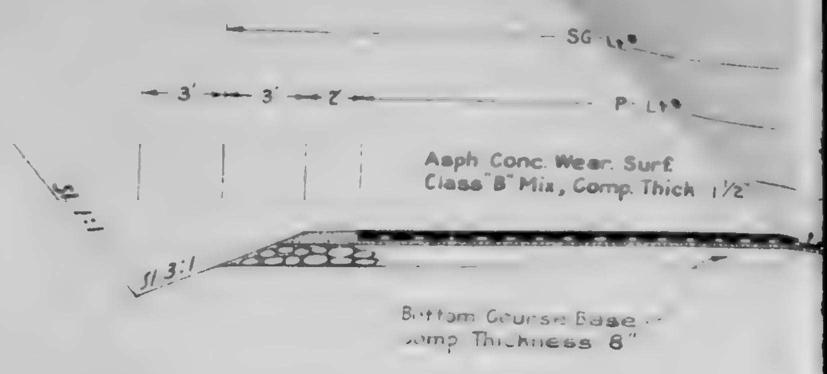


TABLE O

Station	To	Station
9+10.78	to	23+00
23+00	to	28+00
28+00	to	61+00
61+00	to	66+00
66+00	to	82+00
82+00	to	87+00
87+00	to	132+50
132+50	to	137+50
137+50	to	143+31.43

Length of Project 2.542 Miles

TOTAL	SEGREGATION OF QUANTITIES		
	2 LANE Sta 9+10.78 To Sta 28+00 Sta 132+50 To Sta 143+31.43	3 LANE Sta 28+00 To Sta 66+00 Sta 82+00 To Sta 132+50	4 LANE Sta 66+00 To Sta 82+00
All	All	All	All
1,880	170	1,630	80
210	20	180	10
847,000	1,840	268,400	576,760
2,736,000	77,500	2,658,500	
39,200	6,150	33,050	
2.54	0.56	1.68	0.30
5,700		4,200	1.500
680		680	
70	70		
1,600		1,600	
670		480	190
190		190	
1,900		1,900	
160		160	
170	110	60	
70	70		
120	40	80	
540		540	
120		110	10
18,300	3,240	12,440	2,620
4,300	780	2,910	610
500	90	340	70
2.54	0.56	1.68	0.30
460	70	320	70
80	15	50	15
9,400	1,480	6,420	1,500
40	5	25	10
240	40	150	50

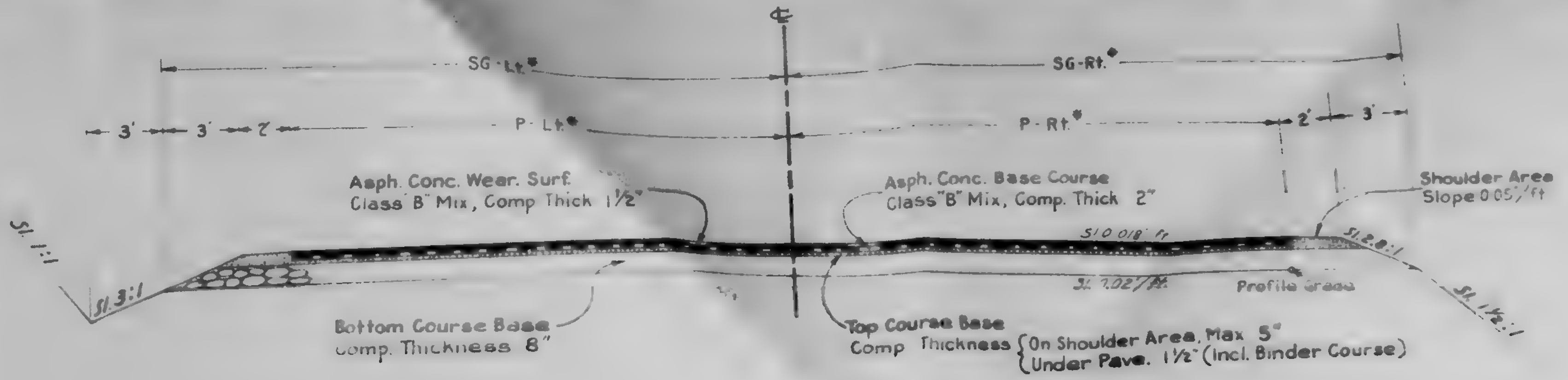
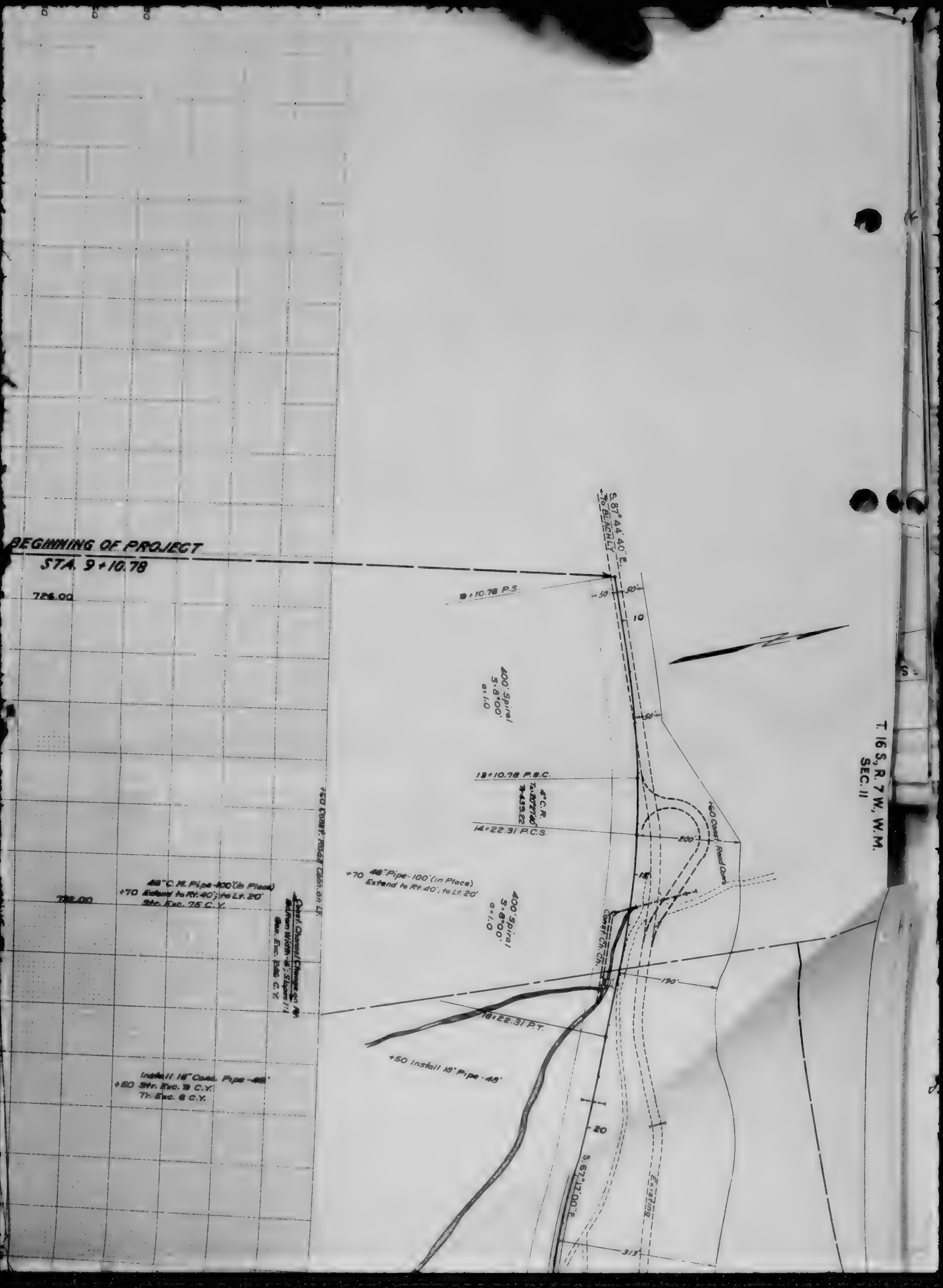
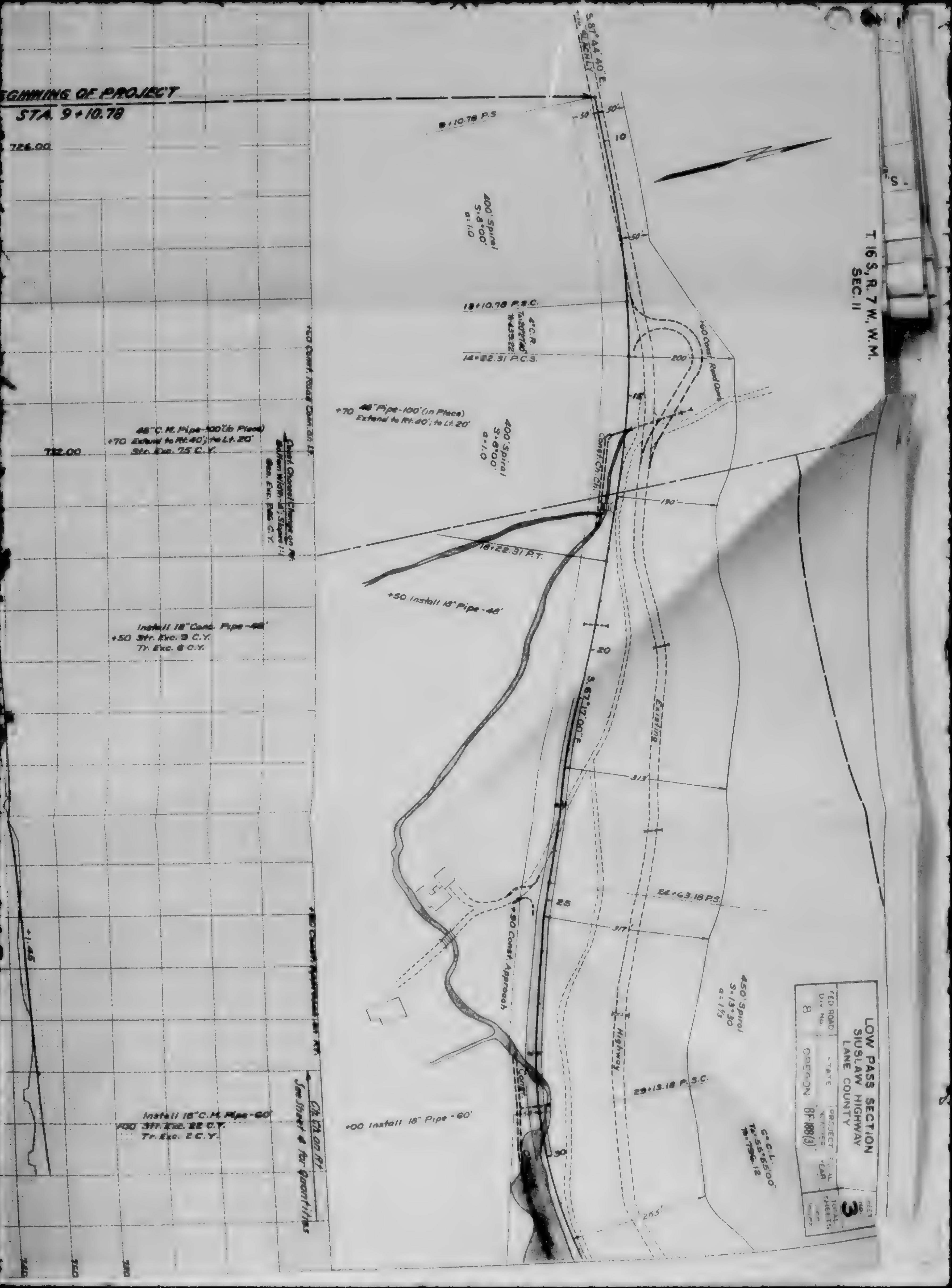
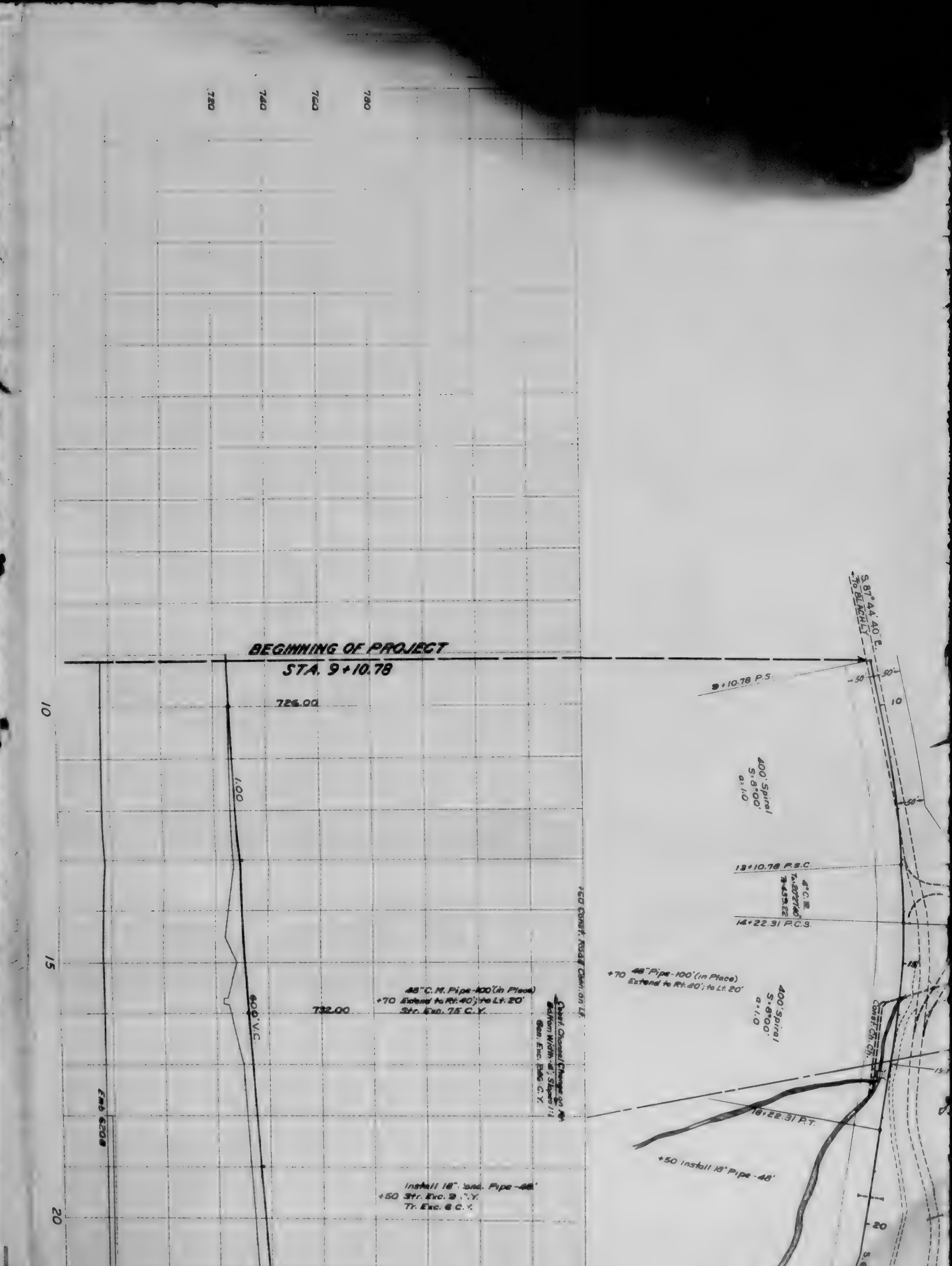

℄
SG-Lt.*
SG-Rt.*
3'
3'
2'
P-Lt.*
P-Rt.*
2'
3'
Asph. Conc. Wear. Surf. Class B" Mix, Comp Thick 1½"
Asph. Conc. Base Course Class "B" Mix, Comp. Thick 2"
Shoulder Area Slope 0.05'/ft
Sl. 1:1
Sl. 3:1
Sl. 0.018'/ft
Sl. 2.8:1
Sl. .02'/ft
Profile Grade
Sl. 1½:1
Bottom Course Base comp. Thickness 8"
Top Course Base Comp Thickness {On Shoulder Area, Max 5" Under Pave. 1½" (Incl. Binder Course)

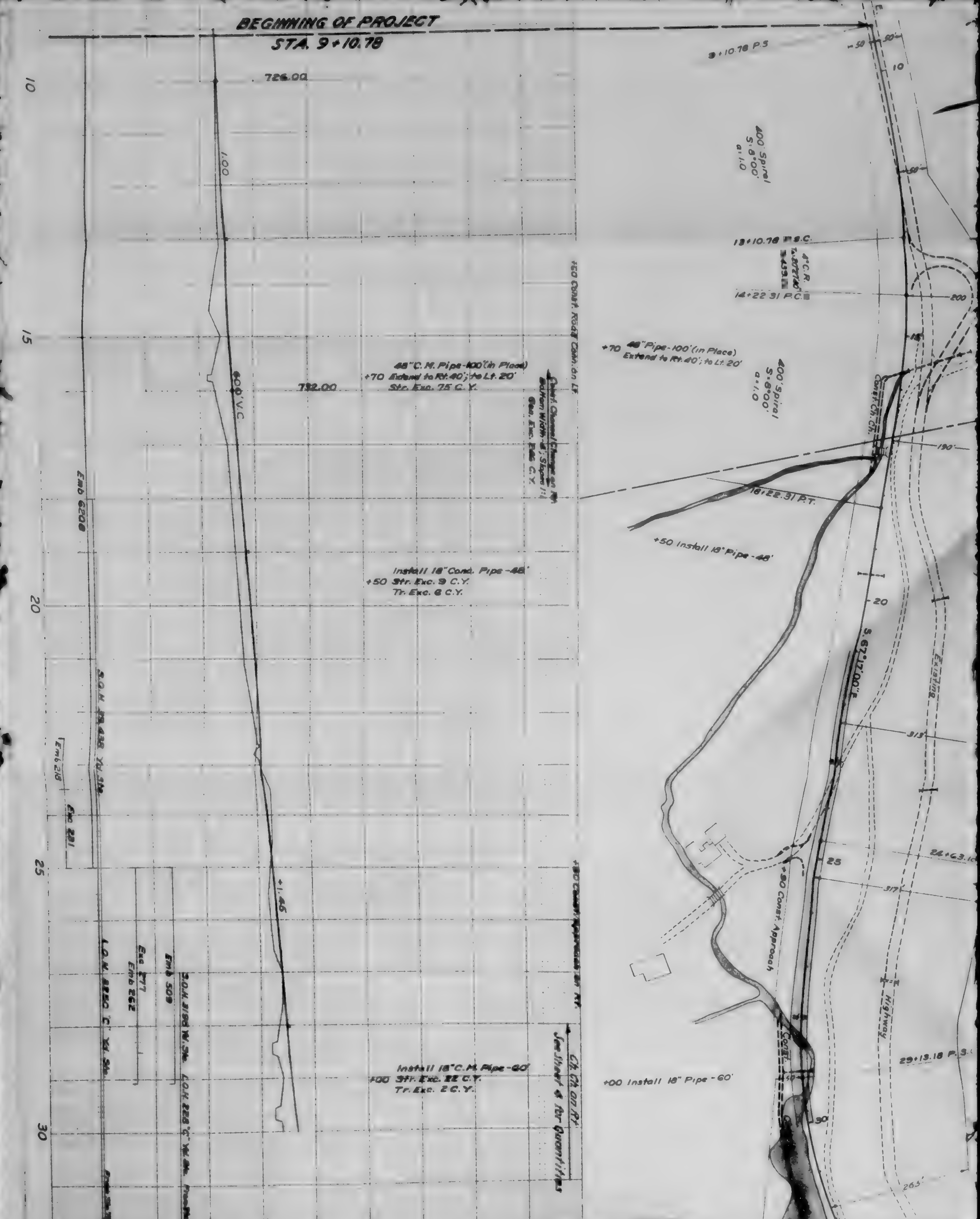
TABLE OF WIDTHS*

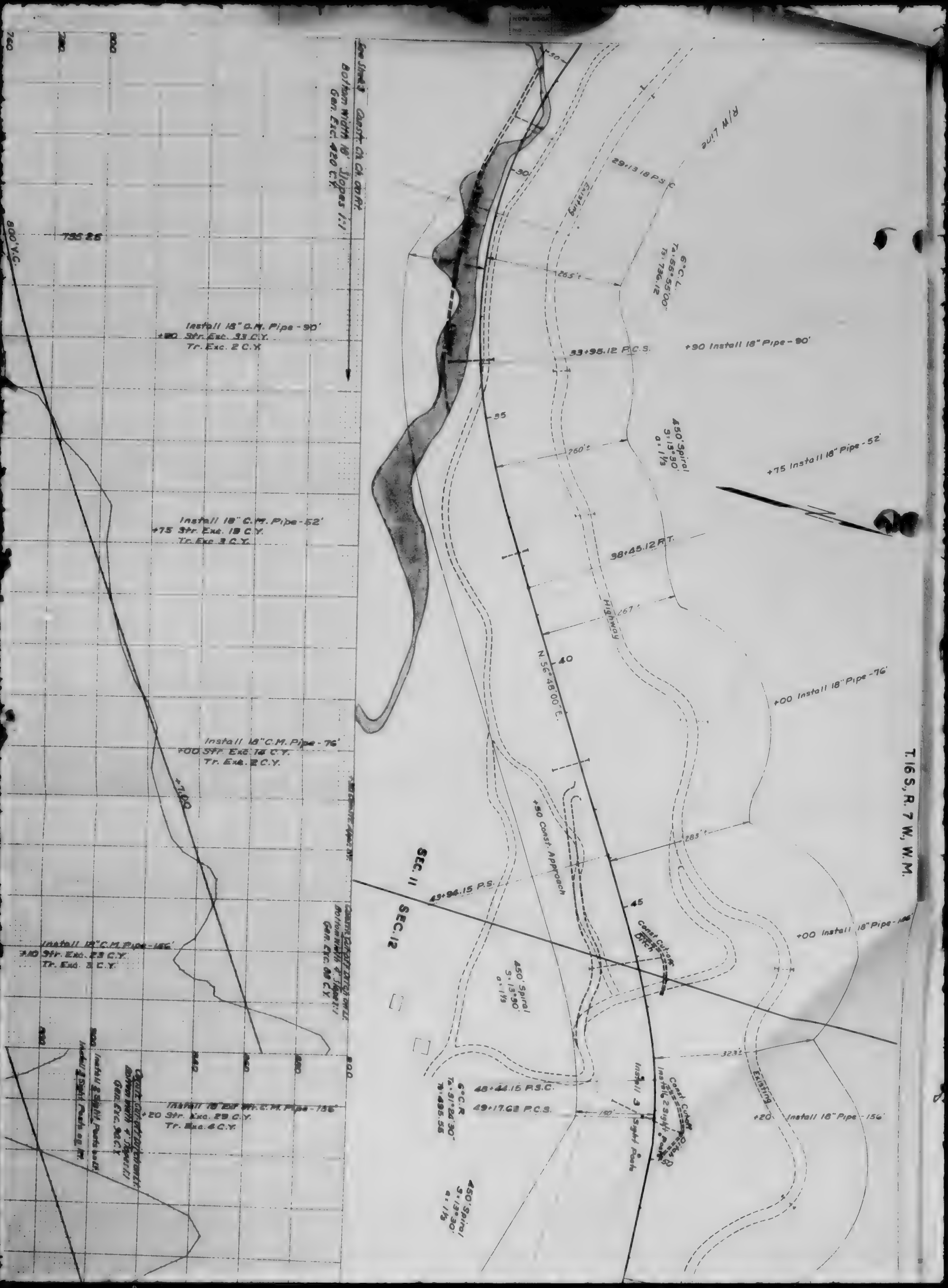
Station To Station			P - Pavement		SG - Subgrade	
			Left	Right	Left	Right
9+10.78	to	23+00	10	10	15	15
23+00	to	28+00	10	10 - 20	15	15 - 25
28+00	to	61+00	10	20	15	25
61+00	to	66+00	10 - 20	20	15 - 25	25
66+00	to	82+00	20	20	25	25
82+00	to	87+00	20	20 - 10	25	25 - 15
87+00	to	132+50	20	10	25	15
132+50	to	137+50	20 - 10	10	25 - 15	15
137+50	to	143+31.43	10	10	15	15

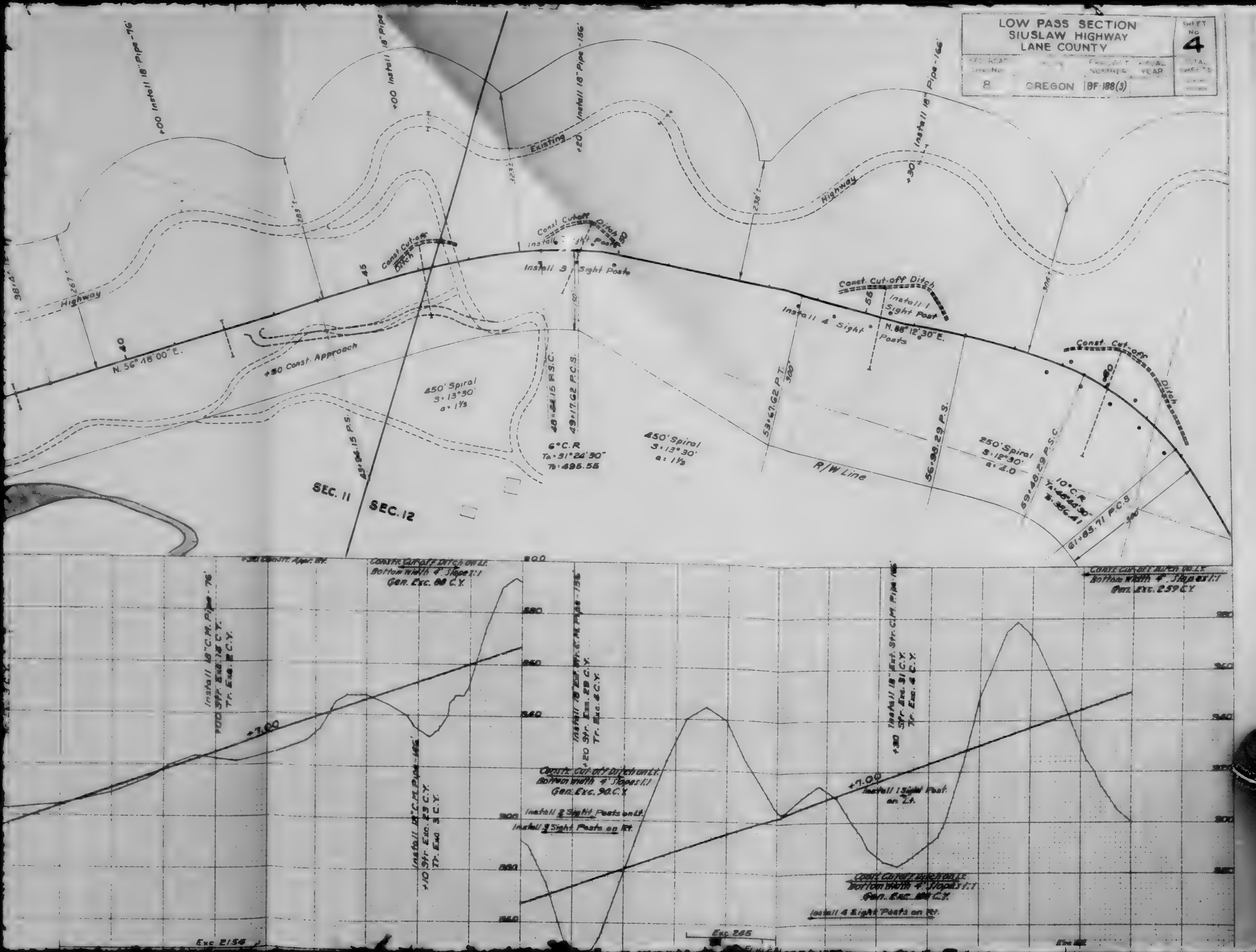

BEGINNING OF PROJECT
STA. 9+10.78
726.00
732.00
S.87°44'40"E.
To BLACHLY
9+10.78 P.S.
50'
50'
10
400' Spiral
S=8°00'
a=1.0
13+10.78 P.S.C.
4°C.R.
Δ=20°27'40"
T=439.22
14+22.31 P.C.S.
200'
+60 Const. Road Conn.
15
+70 48" Pipe-100' (in Place)
Extend to Rt. 40'; to Lt. 20'
400' Spiral
S=8°00'
a=1.0
Const. Ch. Ch.
190'
16+22.31 P.T.
+50 Install 18" Pipe-48'
20
S.67°17'00"E.
Existing
313'
48" C.M. Pipe-100' (In Place)
+70 Extend to Rt. 40'; to Lt. 20'
Str. Exc. 75 C.Y.
Const. Channel Change on Rt.
Bottom Width-4'; Slopes 1:1
Gen. Exc. 246 C.Y.
+50 Const. Road Conn. on Lt.
Install 18" Conc. Pipe-48'
+50 Str. Exc. 9 C.Y.
Tr. Exc. 6 C.Y.
T. 16 S., R. 7 W., W.M.
SEC. 11

EGINNING OF PROJECT
STA. 9+10.78
726.00
732.00
S.87°44'40"E.
9+10.78 P.S.
10
400' Spiral
S:8°00'
a:1.0
13+10.78 P.S.C.
4° C.R.
14+82.31 P.C.S.
+60 Const. Road Conn.
+50 Const. Road Conn. on Lt.
15
+70 48" Pipe-100' (in Place)
Extend to Rt. 40'; to Lt. 20'
400' Spiral
S:8°00'
a:1.0
48" C.M. Pipe-100' (in Place)
+70 Extend to Rt. 40'; to Lt. 20'
Str. Exc. 75 C.Y.
Const. Channel Change on Rt.
Bottom Width-4'; Slopes 1:1
Gen. Exc. 846 C.Y.
Const. Ch. Ch.
190'
18+22.31 P.T.
+50 Install 18" Pipe-48'
Install 18" Conc. Pipe-48'
+50 Str. Exc. 9 C.Y.
Tr. Exc. 6 C.Y.
20
S.67°17'00"E.
Existing
313'
24+63.18 P.S.
25
317'
+90 Const. Approach
+90 Const. Approach on Rt.
+1.46
450' Spiral
S:13°30'
a:1⅓
Highway
29+13.18 P.S.C.
6° C.L.
+00 Install 18" Pipe-60'
Install 18" C.M. Pipe-60'
+00 Str. Exc. 22 C.Y.
Tr. Exc. 2 C.Y.
Ch. Ch. on Rt.
See Sheet 4 for Quantities
30
265'
240
260
280
T. 16 S., R. 7 W., W.M.
SEC. 11
S.
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY
FED. ROAD DIV. NO.
8
STATE
OREGON
PROJECT NUMBER
BF-188(3)
YEAR
SHEET NO.
3
TOTAL SHEETS


720
740
760
780
BEGINNING OF PROJECT
STA. 9+10.78
10
726.00
1.00
15
600' V.C.
732.00
48" C.M. Pipe-100' (in Place)
+70 Extend to Rt. 40'; to Lt. 20'
Str. Exc. 75 C.Y.
Const. Channel Change on Rt.
Bottom Width-8'; Slopes 1:1
Gen. Exc. 846 C.Y.
+60 Const. Road Conn. on Lt.
Emb 6208
Install 18" Conc. Pipe-48'
+50 Str. Exc. 9 C.Y.
Tr. Exc. 6 C.Y.
20
S.87°44'40"E.
To BLACHLY
9+10.78 P.S.
50'
50'
10
400' Spiral
S: 8°00'
a: 1.0
13+10.78 P.S.C.
4° C. E.
T: 8°27'40"
14+22.31 P.C.S.
+70 48" Pipe-100' (in Place)
Extend to Rt. 40'; to Lt. 20'
400' Spiral
S: 8°00'
a: 1.0
15
Const. Ch. Ch.
18+22.31 P.T.
+50 Install 18" Pipe-48'
20
S.67°17'

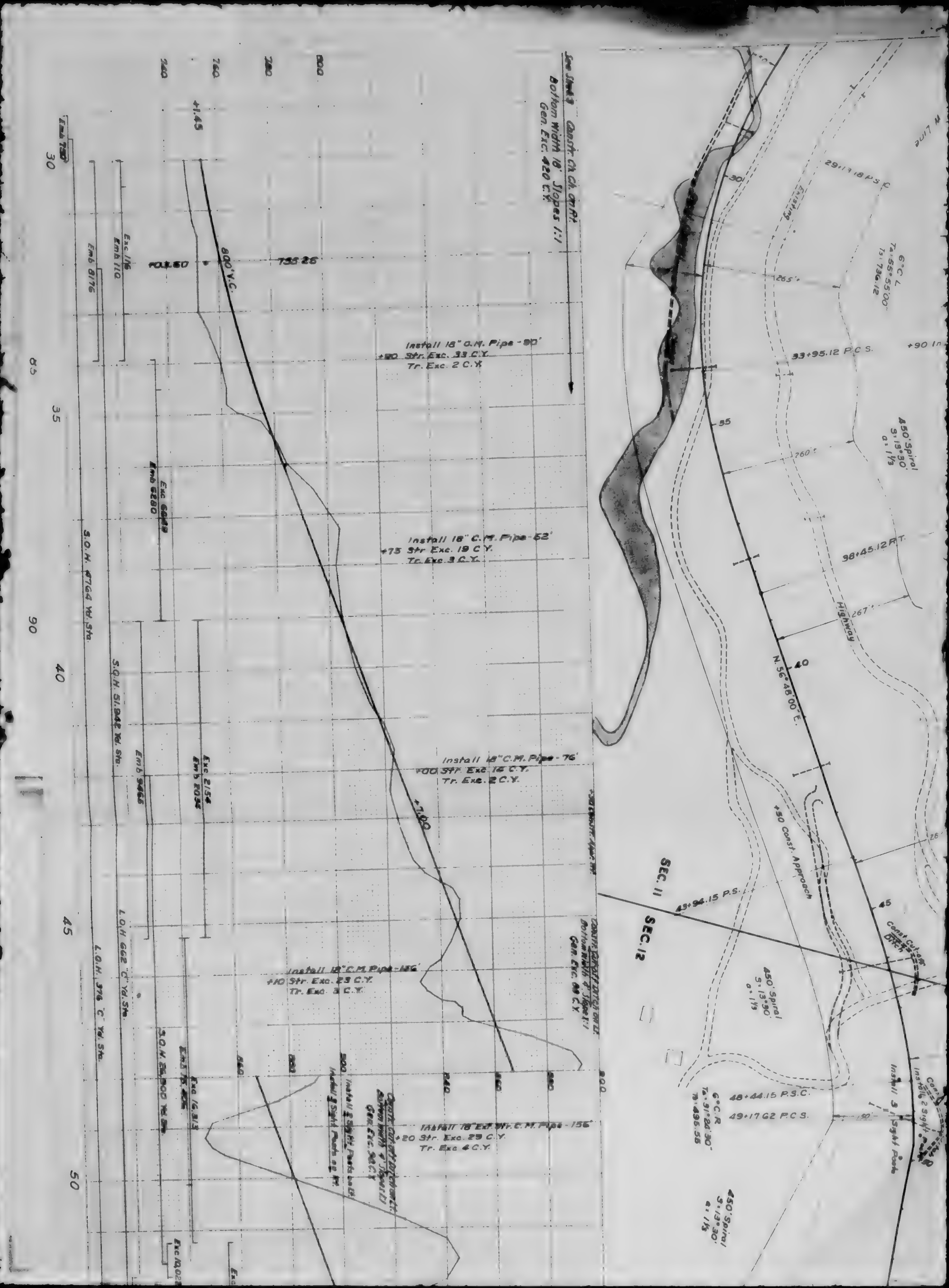

BEGINNING OF PROJECT
STA. 9+10.78
10
15
20
25
30
726.00
732.00
1.00
600' V.C.
+1.46
720
740
760
780
Emb 6208
S.O.H. 13,438 Yd. Sta.
Emb 218
Exc 281
L.O.H. 2250 'C' Yd. Sta.
Exc 277
Emb 262
Emb 509
S.O.H. 3180 Yd. Sta.
L.O.H. 228 'C' Yd. Sta.
48" C.M. Pipe-100' (in Place)
+70 Extend to Rt. 40'; to Lt. 20'
Str. Exc. 75 C.Y.
Const. Channel Change on Rt.
Bottom Width 4'; Slope 1:1
Gen. Exc. 246 C.Y.
+60 Const. Road Conn. on Lt.
Install 18" Cond. Pipe-48'
+50 Str. Exc. 9 C.Y.
Tr. Exc. 6 C.Y.
+90 Const. Approach on Rt.
Ch. Ch. on Rt.
See Sheet 6 for Quantities
Install 18" C.M. Pipe-60'
+00 Str. Exc. 22 C.Y.
Tr. Exc. 2 C.Y.
9+10.78 P.S.
10
400' Spiral
S. 8°00'
a: 1.0
13+10.78 S.C.
4° C.R.
14+22.31 P.C.S.
+70 48" Pipe-100' (in Place)
Extend to Rt. 40'; to Lt. 20'
400' Spiral
S. 8°00'
a: 1.0
Const. Ch. Ch.
18+22.31 P.T.
+50 Install 18" Pipe-48'
20
S. 67°17' 00" E
25
+90 Const. Approach
Const.
+00 Install 18" Pipe-60'
30
Existing
Highway
24+63.1
29+13.18 P.S.
200'
190'
313'
317'
265'

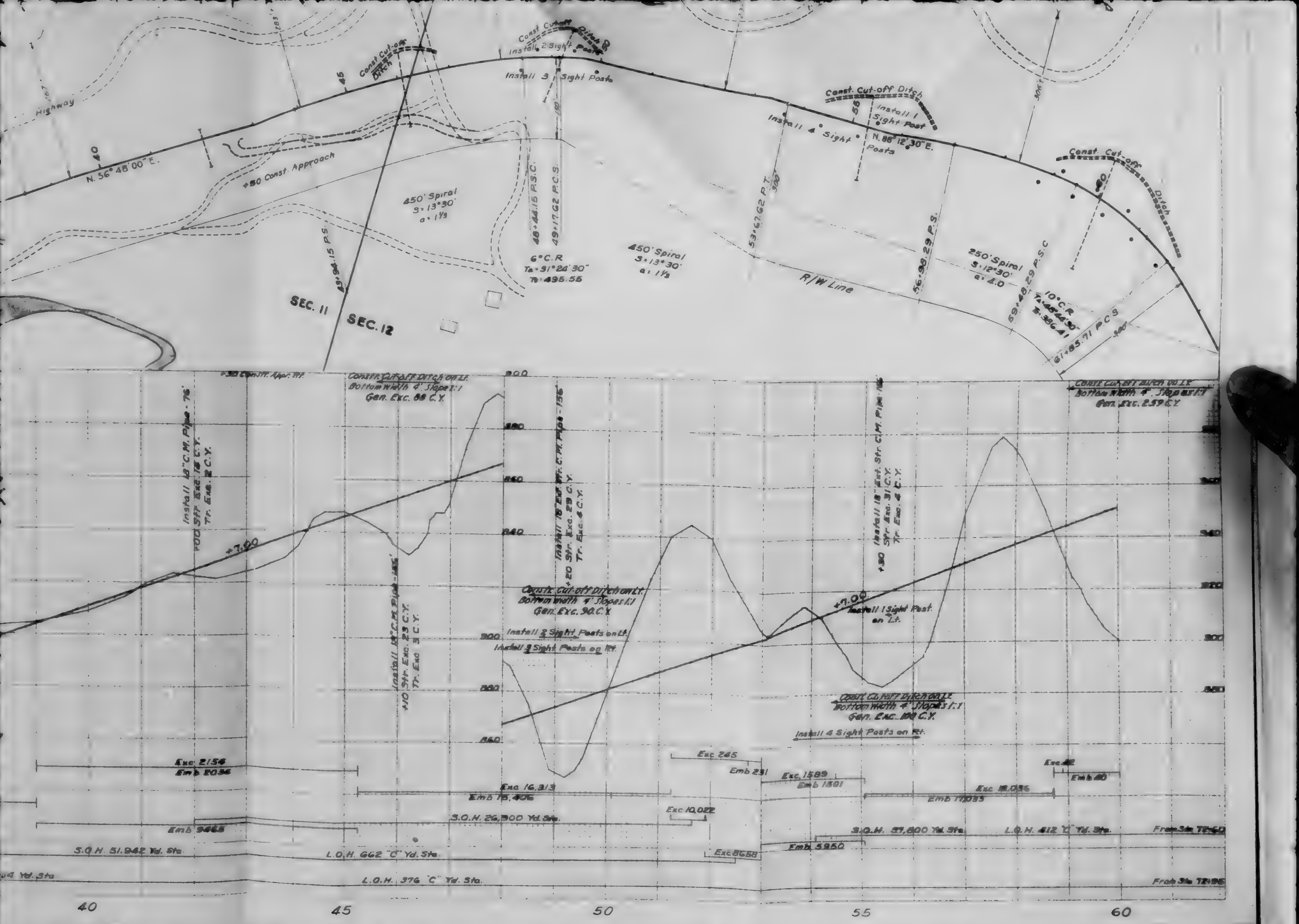

See Sheet 4 Constr. Ch. Ch. at Rt.
Bottom Width 18' Slopes 1:1
Gen. Exc. 420 C.Y.
760
780
800
800 C.Y.
Install 18" C.M. Pipe - 90'
+90 Str. Exc. 33 C.Y.
Tr. Exc. 2 C.Y.
Install 18" C.M. Pipe - 52'
+75 Str. Exc. 19 C.Y.
Tr. Exc. 3 C.Y.
Install 18" C.M. Pipe - 76'
+00 Str. Exc. 14 C.Y.
Tr. Exc. 2 C.Y.
+700
Install 18" C.M. Pipe - 146'
7+10 Str. Exc. 23 C.Y.
Tr. Exc. 3 C.Y.
Constr. Cut-off Ditch at Lt.
Bottom Width 4' Slopes 1:1
Gen. Exc. 80 C.Y.
Install 18" Ext. Str. C.M. Pipe - 156'
+20 Str. Exc. 29 C.Y.
Tr. Exc. 4 C.Y.
Const. Cut-off Ditch at Lt.
Bottom Width 4' Slopes 1:1
Gen. Exc. 30 C.Y.
Install 2 Sight Posts on Lt.
Install 3 Sight Posts on Rt.
800
820
840
860
880
900
30
R/W Line
29+13.18 P.S.C.
Existing
6° C.L.
Ta. 55°55'00"
Ts. 736.12
265'±
33+95.12 P.C.S.
+90 Install 18" Pipe - 90'
35
450' Spiral
S. 13°30'
a. 1 1/3
260'±
+75 Install 18" Pipe - 52'
38+45.12 P.T.
Highway
267'±
40
N. 56°48'00" E.
+00 Install 18" Pipe - 76'
T.16S., R.7W., W.M.
+50 Const. Approach
285'±
SEC. 11
SEC. 12
43+94.15 P.S.
45
Const. Cut-off Ditch
+00 Install 18" Pipe - 146'
450' Spiral
S. 13°30'
a. 1 1/3
323'±
Existing
6° C.R.
Ta. 51°24'30"
Ts. 485.56
48+44.15 P.S.C.
49+17.68 P.C.S.
150'
Install 3 Sight Posts
Const. Cut-off Ditch
Install 2 Sight Posts
+20 Install 18" Pipe - 156'
450' Spiral
S. 13°30'
a. 1 1/3

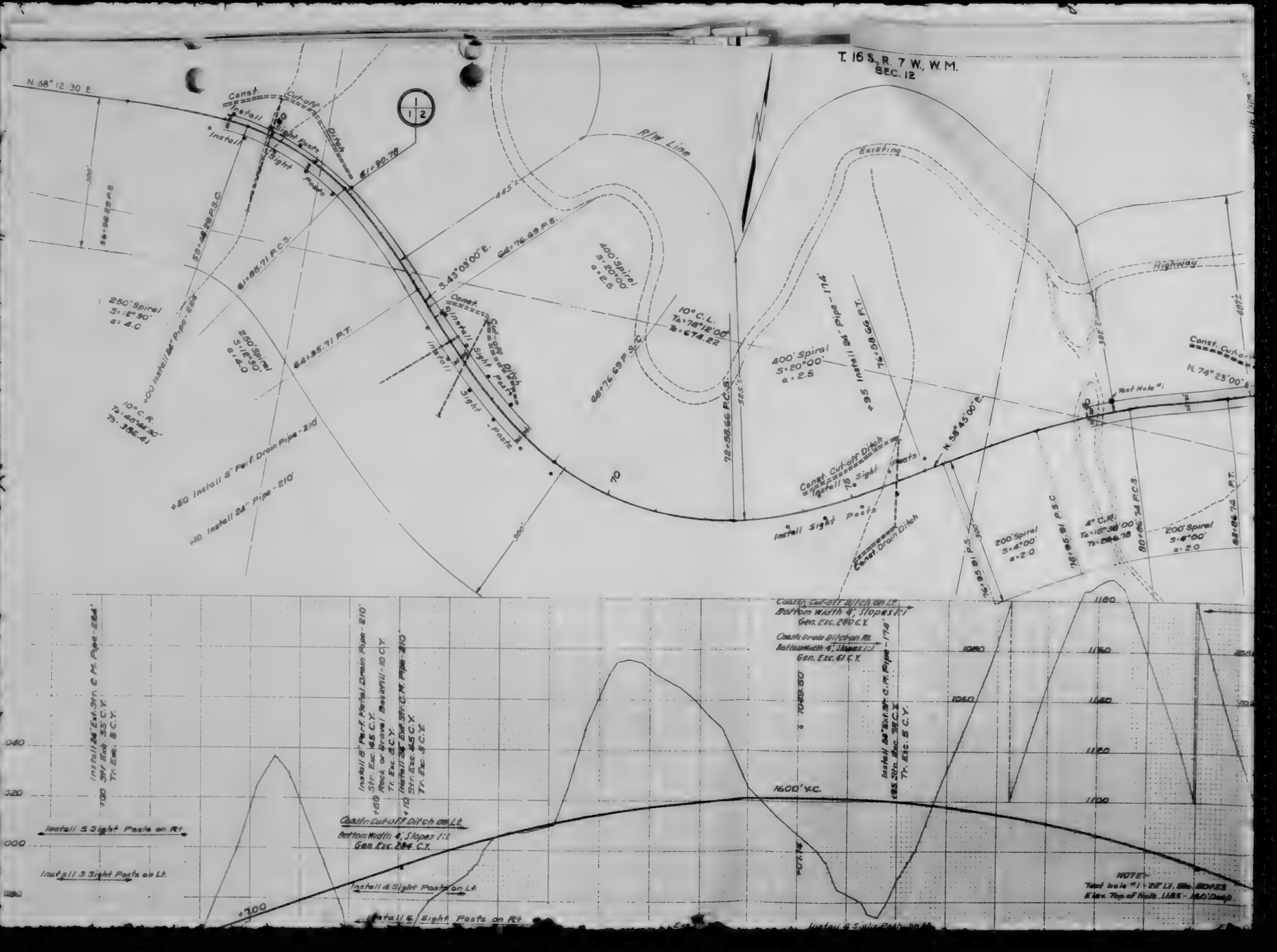


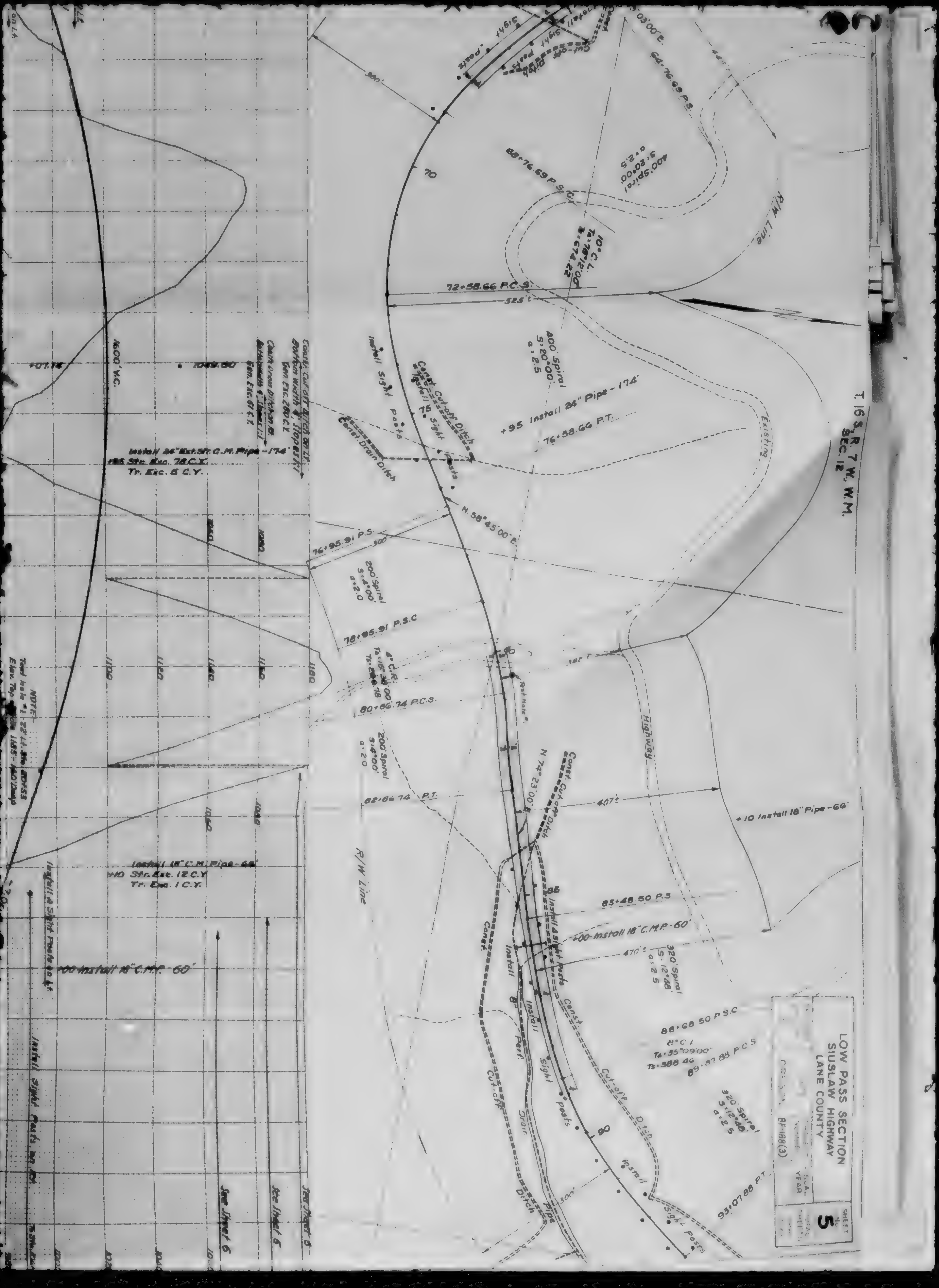
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

FED. ROAD DIV. NO.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
8	OREGON	BF-188(3)		4	


See Sheet 3 Constr. Ch. Ch. on Rt.
Bottom Width 18' Slopes 1:1
Gen. Exc. 420 C.Y.
800
780
760
740
+1.45
+03.60
800' V.C.
755.26
Install 18" C.M. Pipe - 80'
+90 Str. Exc. 33 C.Y.
Tr. Exc. 2 C.Y.
Install 18" C.M. Pipe - 52'
+75 Str. Exc. 19 C.Y.
Tr. Exc. 3 C.Y.
Install 18" C.M. Pipe - 76'
+00 Str. Exc. 16 C.Y.
Tr. Exc. 2 C.Y.
+7.00
Install 18" C.M. Pipe - 126'
+10 Str. Exc. 23 C.Y.
Tr. Exc. 3 C.Y.
Install 18" Ext. Str. C.M. Pipe - 156'
+20 Str. Exc. 29 C.Y.
Tr. Exc. 4 C.Y.
Exc. 116
Emb 110
Emb 8176
Exc. 6689
Emb 6280
Exc. 2154
Emb 2034
Emb 9466
Exc. 16313
Emb 15406
Exc. 10,025
S.O.H. 47,644 Yd. Sta.
S.O.H. 51,842 Yd. Sta.
L.O.H. 662 'C' Yd. Sta.
L.O.H. 376 'C' Yd. Sta.
S.O.H. 26,900 Yd. Sta.
Emb 72
30
35
40
45
50
85
90
29+13.18 P.S.C.
6° C.L.
Ta. 55°55'00"
Ts. 736.12
265'
33+95.12 P.C.S.
+90 In
450' Spiral
S. 13°30'
a. 1⅓
260'
38+45.12 P.T.
Highway
267'
N. 56° 48' 00" E.
Existing
M Line
+50 Const. Approach
SEC. 11
SEC. 12
49+94.15 P.S.
Const. Cut Off Ditch
450' Spiral
S. 13°30'
a. 1⅓
48+44.15 P.S.C.
49+17.62 P.C.S.
6° C.R.
Ta. 31°24'30"
Ts. 495.56
450' Spiral
S. 13°30'
a. 1⅓
Install 3 Sight Posts
Install 2 Sight Posts
Constr. Cut off Ditch on Lt.
Bottom Width 4' Slopes 1:1
Gen. Exc. 88 C.Y.
Constr. Cut off Ditch on Lt.
Bottom Width 4' Slopes 1:1
Gen. Exc. 58 C.Y.
Install 2 Sight Posts on Lt.
Install 2 Sight Posts on Rt.
30
35
40
45
50
800
780
760
740
720


Highway
40
N. 56° 48' 00" E.
+50 Const. Approach
45
Const. Cut-off Ditch
Const. Cut-off Ditch
Install 2 Sight Posts
Install 3 Sight Posts
450' Spiral
S: 13°30'
a: 1 1/3
49+94.15 P.S.
48+44.15 P.S.C.
49+17.62 P.C.S.
6° C.R.
Ta: 31°24'30"
Tb: 495.56
450' Spiral
S: 13°30'
a: 1 1/3
SEC. 11
SEC. 12
R/W Line
53+67.62 P.T.
300'
Install 4 Sight Posts
55
Const. Cut-off Ditch
Install 1 Sight Post
N. 86° 12' 30" E.
56+98.29 P.S.
250' Spiral
S: 12°30'
a: 4.0
59+48.29 P.S.C.
10° C.R.
386.41
61+85.71 P.C.S.
300'
Const. Cut-off Ditch
60
306'
283'
+50 Constr. Appr. Rt.
Install 18" C.M. Pipe - 76'
+00 Str. Exc. 18 C.Y.
Tr. Exc. 2 C.Y.
+7.00
Constr. Cut-off Ditch on Lt.
Bottom Width 4' Slope 1:1
Gen. Exc. 88 C.Y.
Install 18" C.M. Pipe - 186'
+10 Str. Exc. 23 C.Y.
Tr. Exc. 3 C.Y.
900
880
860
840
820
800
Install 18" Ext. Str. C.M. Pipe - 156'
+20 Str. Exc. 29 C.Y.
Tr. Exc. 4 C.Y.
Constr. Cut-off Ditch on Lt.
Bottom Width 4' Slopes 1:1
Gen. Exc. 90 C.Y.
Install 2 Sight Posts on Lt.
Install 3 Sight Posts on Rt.
Install 18" Ext. Str. C.M. Pipe - 186'
+30 Str. Exc. 31 C.Y.
Tr. Exc. 4 C.Y.
+7.00
Install 1 Sight Post on Lt.
Const. Cut-off Ditch on Lt.
Bottom Width 4' Slopes 1:1
Gen. Exc. 100 C.Y.
Install 4 Sight Posts on Rt.
Const. Cut-off Ditch on Lt.
Bottom Width 4' Slopes 1:1
Gen. Exc. 259 C.Y.
Exc. 2154
Emb. 2036
Exc. 16,313
Emb. 15,406
Exc. 245
Emb. 231
Exc. 1589
Emb. 1501
Exc. 18,036
Emb. 17,033
Exc. 42
Emb. 40
Emb. 9465
S.O.H. 26,300 Yd. Sta.
Exc. 10,022
S.O.H. 51,942 Yd. Sta.
L.O.H. 662 "C" Yd. Sta.
Exc. 8658
Emb. 5950
S.O.H. 37,600 Yd. Sta.
L.O.H. 412 "C" Yd. Sta.
From Sta. 72+50
Yd. Sta.
L.O.H. 376 "C" Yd. Sta.
From Sta. 72+95
40
45
50
55
60

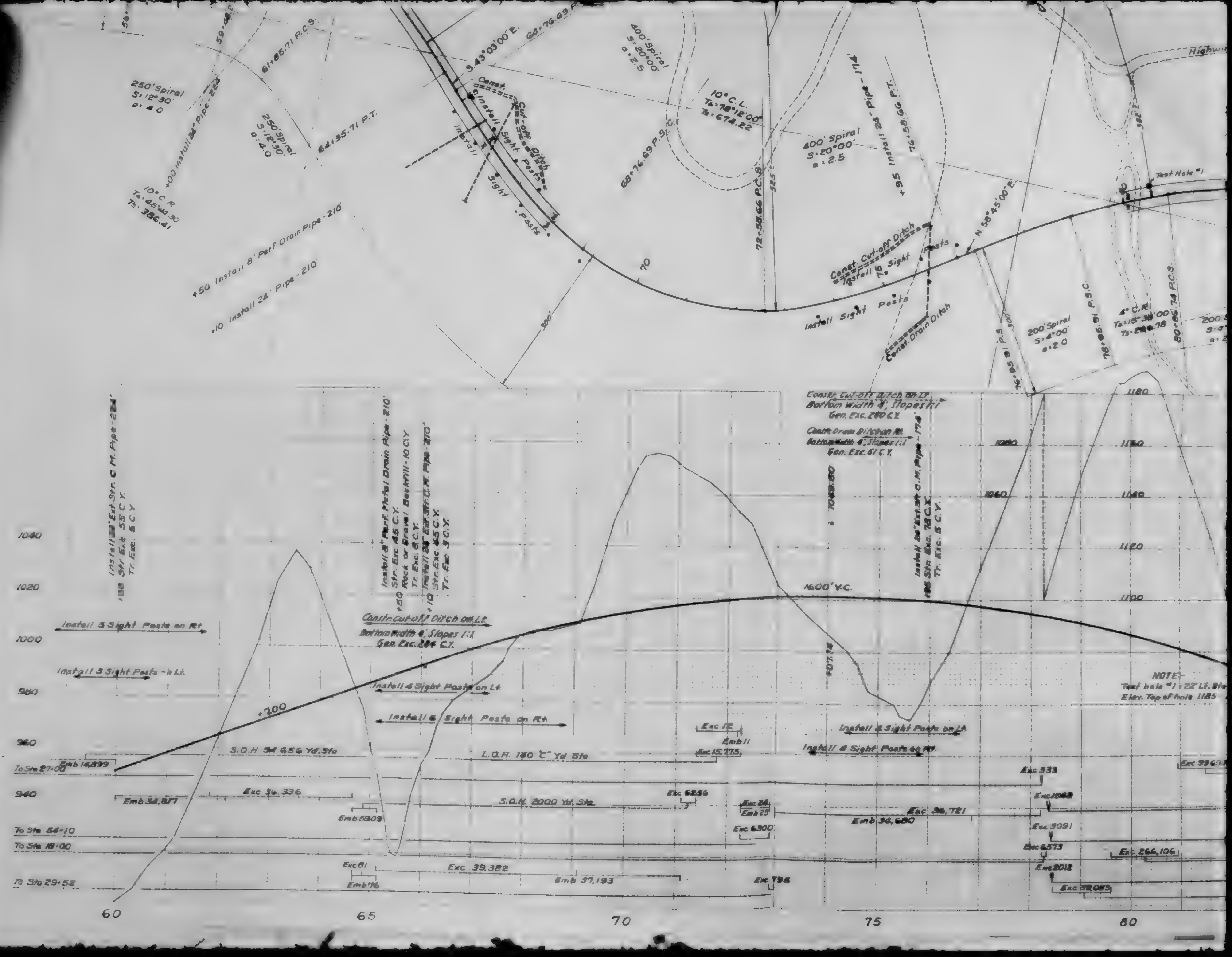

T. 16 S., R. 7 W., W. M.
SEC. 12
N. 88° 12' 30" E.
Const. Cut-off Ditch
Install Sight Posts
Install Sight Posts
61+90.78
1 | 2
300'
56+98.29 P.S.
59+48.29 P.S.C.
61+85.71 P.C.S.
64+35.71 P.T.
64+76.69 P.S.
445'±
S. 43° 03' 00" E.
250' Spiral
S=12°30'
a=4.0
250' Spiral
S=12°30'
a=4.0
10° C.R.
Ta=46°44'30"
Ts=386.41
+00 Install 24" Pipe-224'
+50 Install 8" Perf. Drain Pipe-210'
+10 Install 24" Pipe-210'
Const. Cut-off Ditch
Install Sight Posts
Install Sight Posts
300'
70
R/W Line
Existing
Highway
400' Spiral
S=20°00'
a=2.5
68+76.69 P.S.C.
10° C.L.
Ta=78°12'00"
Ts=674.22
72+58.66 P.C.S.
525'±
400' Spiral
S=20°00'
a=2.5
+95 Install 24" Pipe-174'
76+58.66 P.T.
Const. Cut-off Ditch
Install 75 Sight Posts
Install Sight Posts
Const. Drain Ditch
N. 58° 45' 00" E.
76+95.91 P.S.
300'
200' Spiral
S=4°00'
a=2.0
78+95.91 P.S.C.
4° C.R.
Ta=15°38'00"
Ts=286.78
80+86.74 P.C.S.
200' Spiral
S=4°00'
a=2.0
82+86.74 P.T.
382'±
407'±
Test Hole #1
Const. Cut-off Ditch
N. 74° 25' 00" E.
+00 Install 24" Ext. Str. C. M. Pipe-224'
Str. Exc. 55 C.Y.
Tr. Exc. 8 C.Y.
Install 5 Sight Posts on Rt.
Install 3 Sight Posts on Lt.
+50 Install 8" Perf. Metal Drain Pipe-210'
Str. Exc. 45 C.Y.
Rock or Gravel Backfill-10 C.Y.
Tr. Exc. 8 C.Y.
+10 Install 24" Ext. Str. C. M. Pipe-210'
Str. Exc. 45 C.Y.
Tr. Exc. 3 C.Y.
Const. Cut-off Ditch on Lt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 284 C.Y.
Install 4 Sight Posts on Lt.
Install 6 Sight Posts on Rt.
+700
Const. Cut-off Ditch on Lt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 280 C.Y.
Const. Drain Ditch on Rt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 61 C.Y.
1600' V.C.
1049.80
+07.14
Install 24" Ext. Str. C. M. Pipe-174'
+95 Str. Exc. 38 C.Y.
Tr. Exc. 5 C.Y.
Install 4 Sight Posts on Lt.
1040
1020
1000
1100
1080
1060
1180
1160
1140
1120
1100
NOTE-
Test hole #1 - 22' Lt. Sta. 80+83
Elev. Top of Hole 1185 - 14.0' Deep

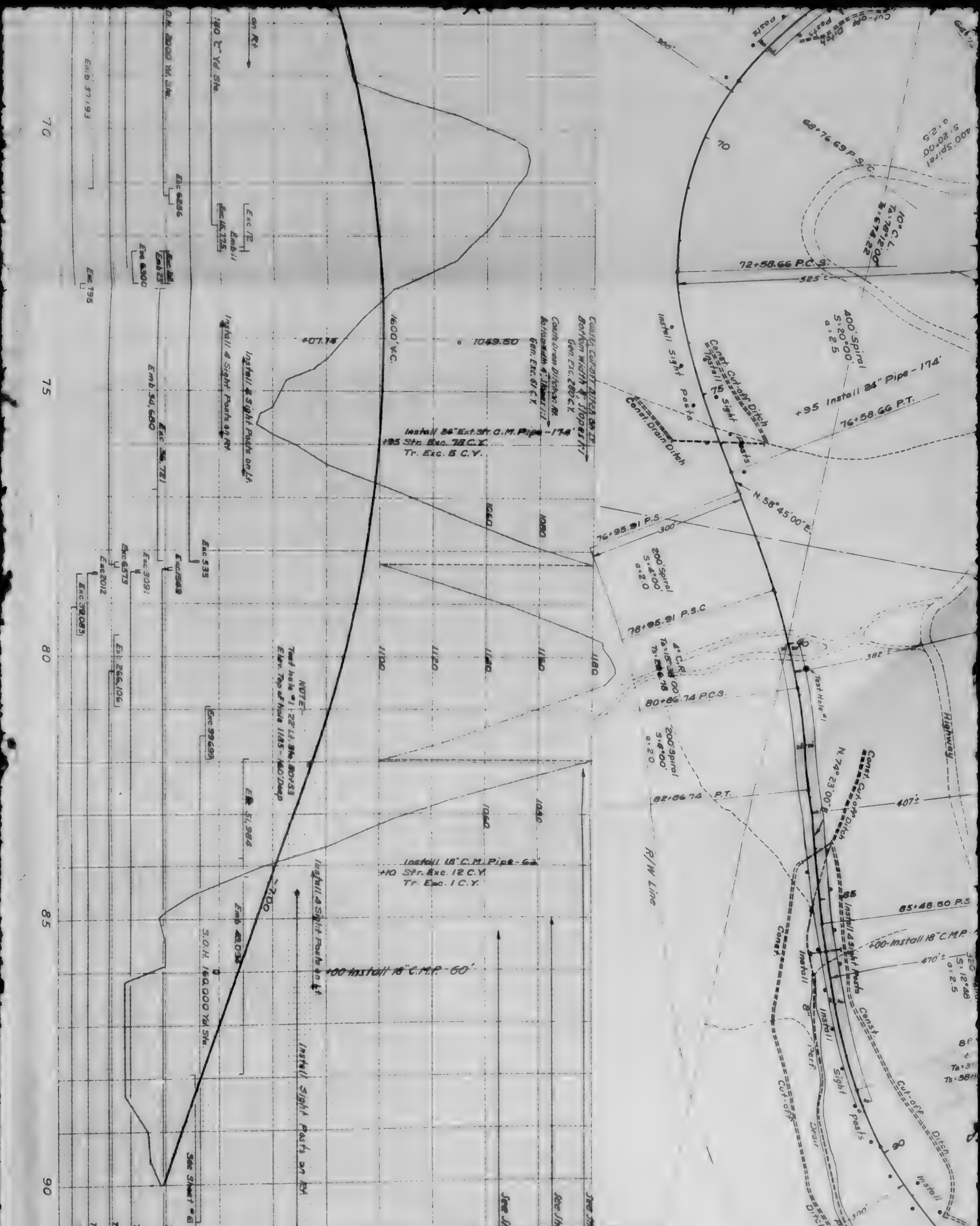


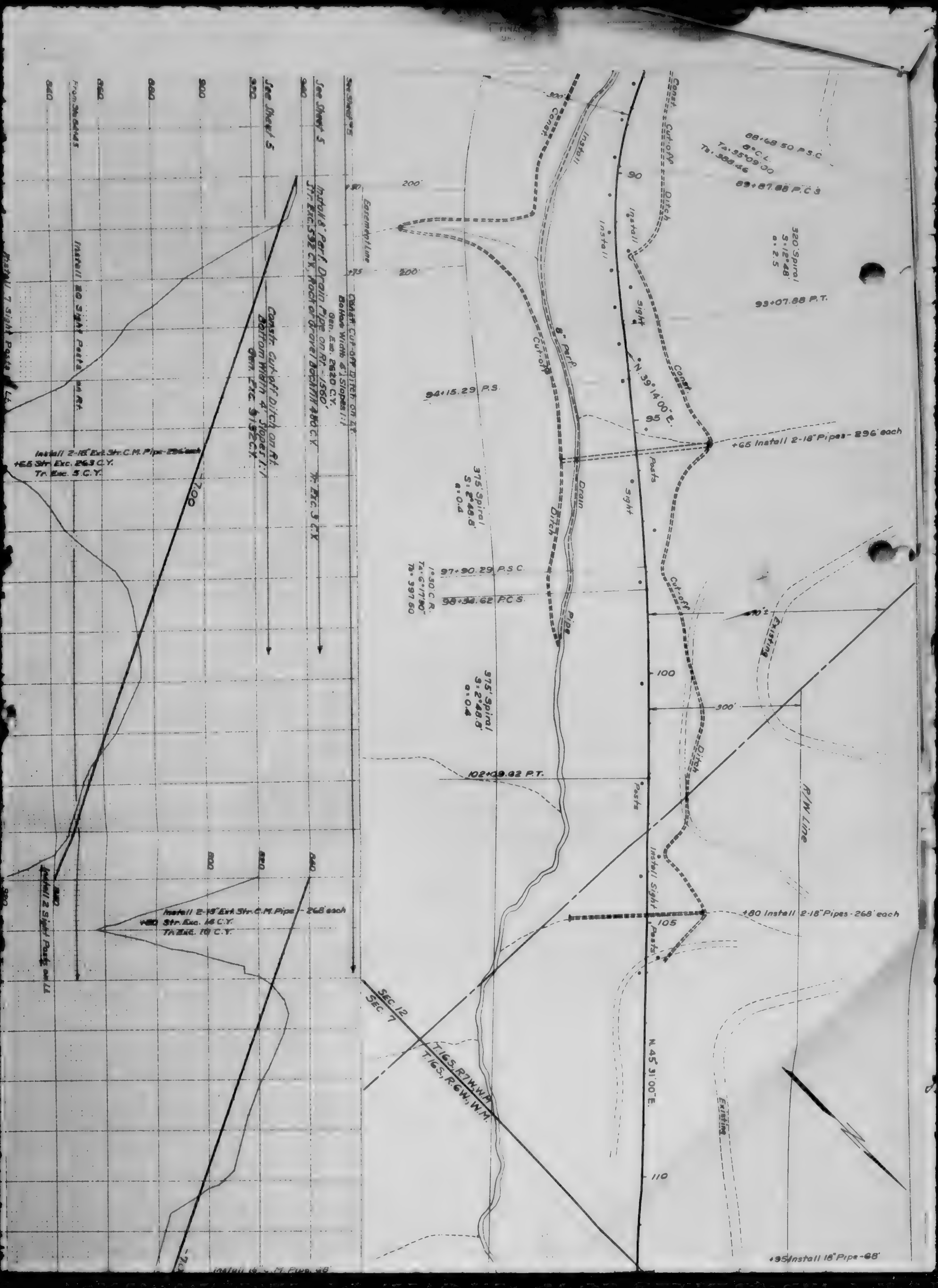
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

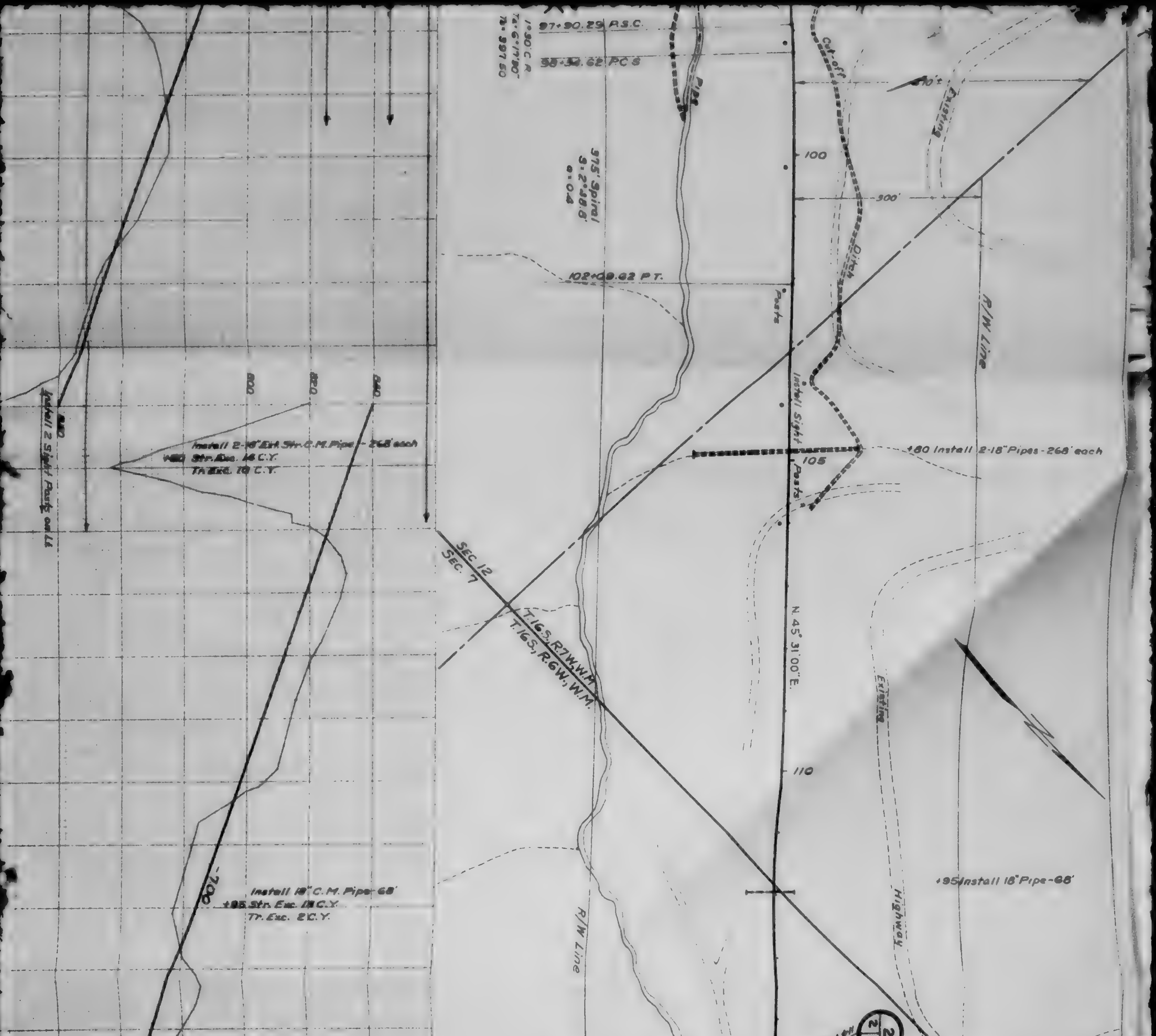
BF-188(3)

SHEET NO. 5


56+
59+48
61+85.71 P.C.S.
250' Spiral
S: 12°30'
a: 4.0
+00 Install 24" Pipe-224
250' Spiral
S: 12°30'
a: 4.0
64+35.71 P.T.
10° C R
Ta: 46°44'30
Ts: 386.41
S. 43°03'00" E.
64+76.69 P
Const.
Install
Sight
Posts
Cut-off Ditch
Install Sight Posts
+50 Install 8" Perf Drain Pipe-210
+10 Install 24" Pipe-210
300'
70
400' Spiral
S: 20°00'
a: 2.5
10° C.L.
Ta: 78°12'00"
Ts: 674.22
68+76.69 P.S.C.
72+58.66 P.C.S.
525'
400' Spiral
S: 20°00'
a: 2.5
+95 Install 24" Pipe-174'
76+58.66 P.T.
N. 58°45'00" E.
Const. Cut-off Ditch
Install 75 Sight Posts
Install Sight Posts
Const. Drain Ditch
76+95.91 P.S.
300
200' Spiral
S: 4°00'
a: 2.0
78+95.91 P.S.C.
4° C.R.
Ta: 15°38'00"
Ts: 296.78
80+86.74 P.C.S.
200 S
S: 4°
a: 2
382'
Test Hole #1
80
Highw
Install 24" Ext. Str. C M. Pipe-224'
+00 Str. Exc. 55 C.Y.
Tr. Exc. 5 C.Y.
Install 8" Perf. Metal Drain Pipe-210'
+50 Str. Exc. 45 C.Y.
Rock or Gravel Backfill-10 C.Y.
Tr. Exc. 8 C.Y.
Install 24" Ext. Str. C.M. Pipe-210'
+10 Str. Exc. 45 C.Y.
Tr. Exc. 3 C.Y.
Constr. Cut-off Ditch on Lt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 284 C.Y.
Constr. Cut-off Ditch on Lt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 280 C.Y.
Constr. Drain Ditch on Rt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 61 C.Y.
Install 24" Ext. Str. C.M. Pipe-174'
+95 Str. Exc. 78 C.Y.
Tr. Exc. 5 C.Y.
1040
1020
1000
980
960
940
1060
1080
1100
1120
1140
1160
1180
Install 5 Sight Posts on Rt.
Install 3 Sight Posts on Lt.
Install 4 Sight Posts on Lt.
Install 6 Sight Posts on Rt.
Install 8 Sight Posts on Lt.
Install 4 Sight Posts on Rt.
+200
1600' V.C.
1049.80
+07.14
NOTE:-
Test hole #1 - 22' Lt. Sta.
Elev. Top of Hole 1185
To Sta. 27+00
Emb 14,899
S.O.H. 34,656 Yd. Sta.
L.O.H. 140 "C" Yd. Sta.
Exc. 12
Emb 11
Exc. 15,775
Exc. 533
Exc. 99,69
Emb 34,877
Exc. 36,336
Emb 5909
S.O.H. 2000 Yd. Sta.
Exc. 6256
Exc. 26
Emb 25
Exc. 36,721
Emb 34,680
Exc. 1868
Exc. 6300
Exc. 3091
To Sta. 54+10
To Sta. 18+00
Exc. 6573
Exc. 266,106
Exc. 81
Emb 76
Exc. 39,382
Emb 37,193
Exc. 2012
To Sta. 29+52
Exc. 798
Exc. 38,083
60
65
70
75
80


70
75
80
85
90
Emb 97,193
Exc 795
O.H. 2000 Yd. Sta.
180 C. Yd. Sta.
Exc 6286
Exc 115,725
Exc Rt
Emb Lt
Exc 6300
Emb 56,680
Exc 36,781
Exc 535
Exc 1569
Exc 3091
Exc 6579
Exc 2012
Exc 7085
Exc 266,106
Exc 39,699
Emb 51,984
S.O.H. 160,000 Yd. Sta.
See Sheet #6
Install ⊕ Sight Posts on Rt.
Install ⊕ Sight Posts on Lt.
Install ⊕ Sight Posts on Lt.
Install Sight Posts on Rt.
+07.75
1600' V.C.
1049.50
700'
Const. Cutoff Ditch on Lt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 280 C.Y.
Const. Drain Ditch on Rt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 61 C.Y.
Install 24" Ext. Str. C.M. Pipe - 174'
+95 Str. Exc. 78 C.Y.
Tr. Exc. 8 C.Y.
NOTE
Test hole #1, 22' Lt. Sta. 80+53
Elev. Top of hole 1183 - 14.0' Deep
Install 18" C.M. Pipe - 62'
+10 Str. Exc. 12 C.Y.
Tr. Exc. 1 C.Y.
+00 Install 18" C.M.P. - 60'
1060
1080
1100
1120
1140
1160
1180
1000
1020
1040
960
980
To Sta. 138+00
To Sta. 130+00
To Sta. 138+00
To Sta. 138+00
To Sta. 138+00
To Sta. 106+00
See Sheet 6
See Sheet 6
See Sheet 6
300'
68+76.69 P.S.C.
400' Spiral
S: 20°00'
a: 2.5
10° C.L.
Ta: 781.00
Ts: 674.22
72+58.66 P.C.S.
525'±
400' Spiral
S: 20°00'
a: 2.5
Install Sight Posts
Const. Cut-off Ditch
Install Sight Posts
Const. Drain Ditch
+95 Install 24" Pipe - 174'
76+58.66 P.T.
N. 58°45'00" E.
76+95.91 P.S.
300'
200' Spiral
S: 4°00'
a: 2.0
78+95.91 P.S.C.
4° C.R.
Ta: 158.00
Ts: 286.78
80+86.74 P.C.S.
382'±
Test Hole #1
200' Spiral
S: 8°00'
a: 2.0
82+86.74 P.T.
407'±
N. 74°23'00" E.
Const. Cut-off Ditch
R/W Line
Highway
85
85+48.50 P.S.
Install ⊕ Sight Posts
+00 Install 18" C.M.P.
470'±
S: 12°00'
a: 2.5
Const.
Install
Install Sight Posts
Const.
Perf.
Cut-off
Drain
Ditch
Pipe
Cut-off Ditch
Install
90
300'


FINAL
Const. Cut-off Ditch
88+68.50 P.S.C.
6° C.L.
T= 35°09.00
Ts= 388.46
89+87.88 P.C.S.
320' Spiral
S= 12°48'
a= 2.5
93+07.88 P.T.
Install
Install Sight
Install
Const.
Cut-off
8" Perf. Drain Pipe
Drain Ditch
N. 39°14'00" E.
Posts
Sight
Const.
90
95
100
105
110
+65 Install 2-18" Pipes - 896' each
94+15.29 P.S.
375' Spiral
S= 2°48.8'
a= 0.4
97+90.29 P.S.C.
98+34.62 P.C.S.
1°30' C.R.
T= 6°17'40"
Ts= 397.60
375' Spiral
S= 2°48.8'
a= 0.4
102+09.62 P.T.
Cut-off Ditch
Existing
300'
R/W Line
Posts
Install Sight Posts
+80 Install 2-18" Pipes - 268' each
N. 45°31'00" E.
Existing
N
SEC. 12
SEC. 7
T.16S., R.7W., W.M.
T.16S., R.6W., W.M.
+95 Install 18" Pipe - 68'
200'
200'
300'
Easement Line
See Sheet 5
Const. Cut-off Ditch on Lt.
Bottom Width 6', Slopes 1:1
Gen. Exc. 2620 C.Y.
See Sheet 5
Install 8" Perf. Drain Pipe on Rt. - 1560'
Str. Exc. 592 C.Y. Rock or Gravel Backfill 480 C.Y. Tr. Exc. 3 C.Y.
See Sheet 5
Constr. Cut-off Ditch on Rt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 3132 C.Y.
From Sta. 84+45
Install 20 Sight Posts on Rt.
Install 7 Sight Posts on Lt.
840
860
880
900
920
940
Install 2-18" Ext. Str. C.M. Pipe - 896' each
+65 Str. Exc. 263 C.Y.
Tr. Exc. 5 C.Y.
700
800
820
840
Install 2 Sight Posts on Lt.
Install 2-18" Ext. Str. C.M. Pipe - 268' each
+80 Str. Exc. 14 C.Y.
Tr. Exc. 10 C.Y.
Install 18" C.M. Pipe 68'



LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

BF-188(3)

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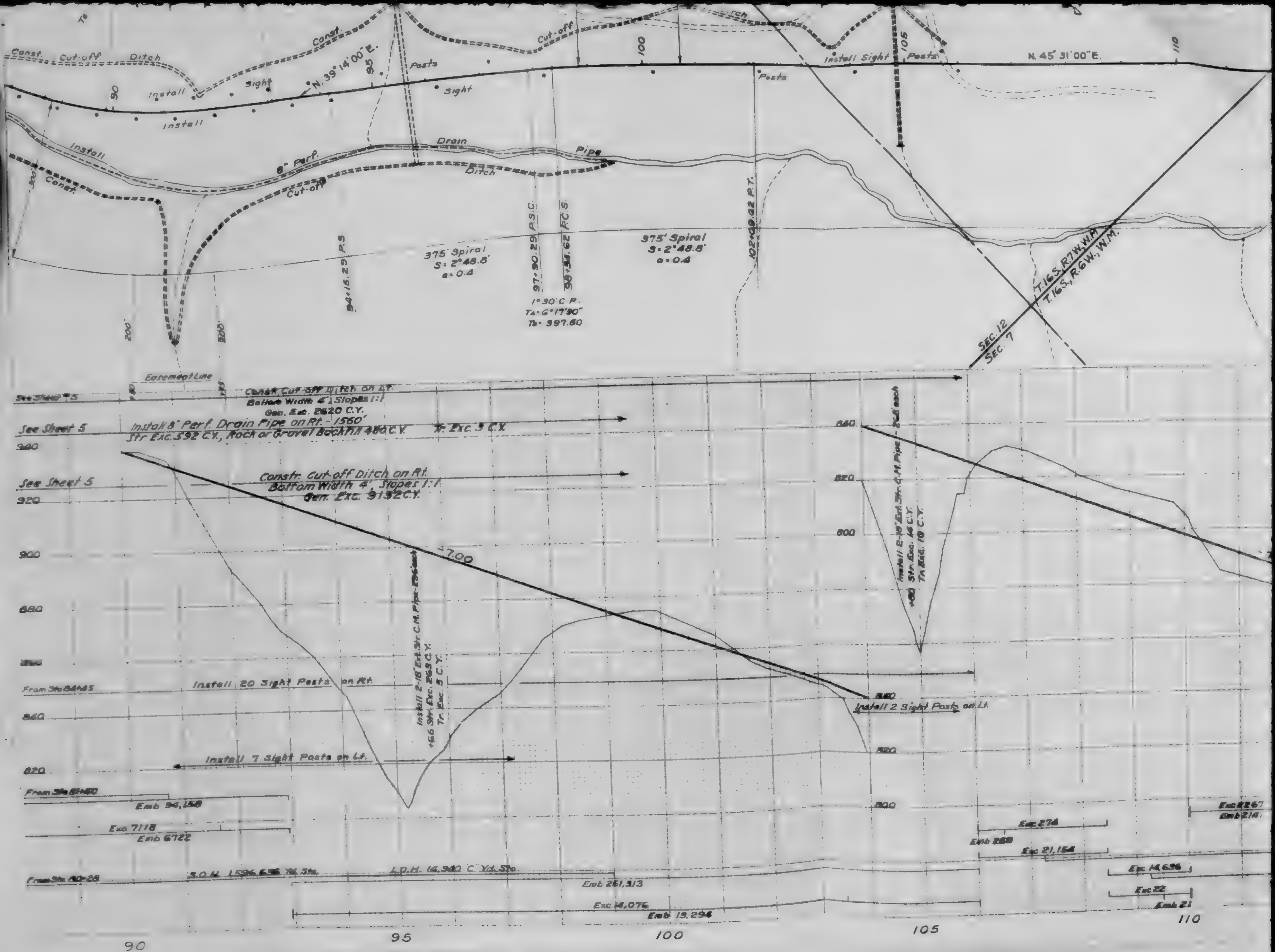
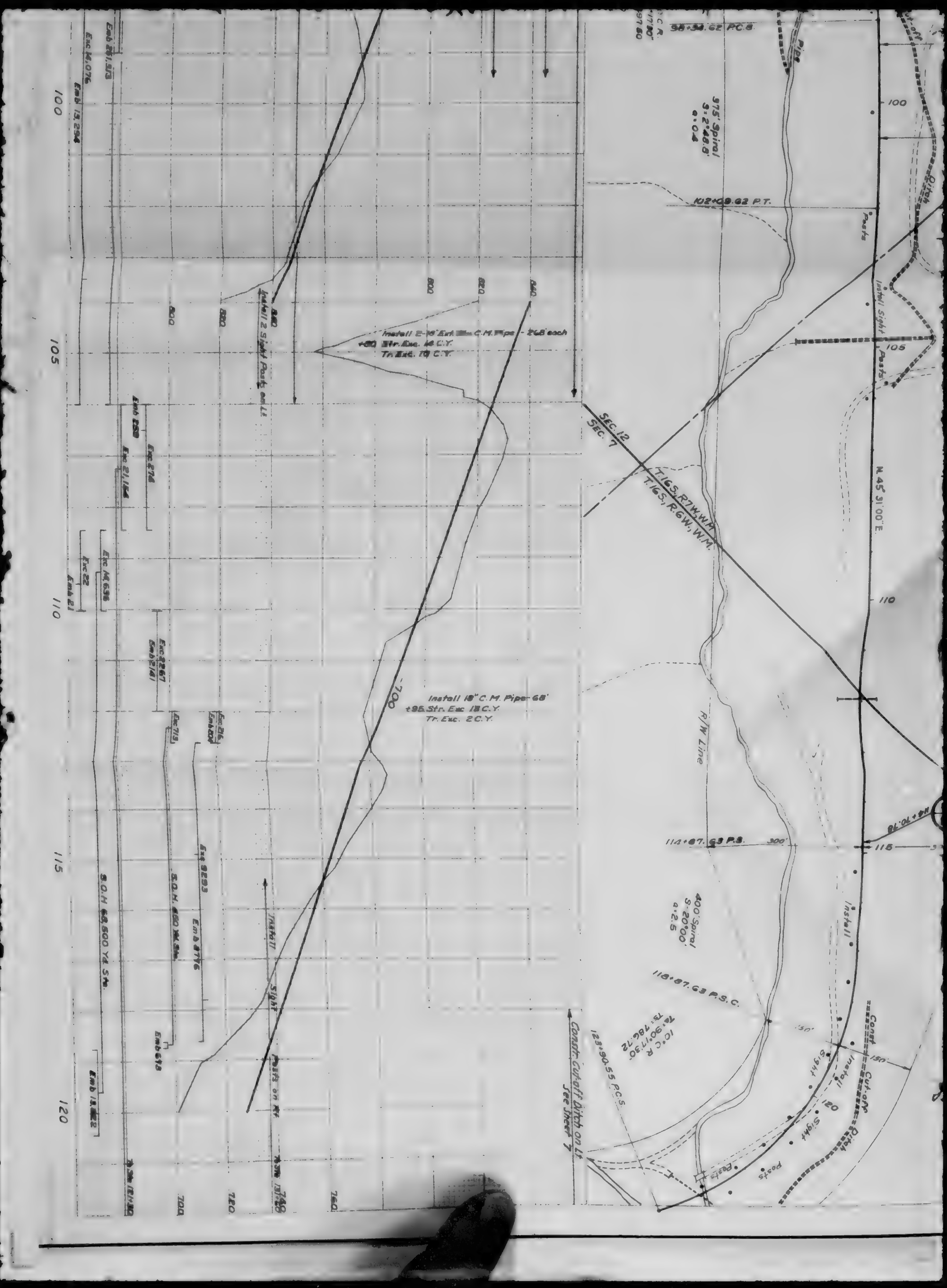
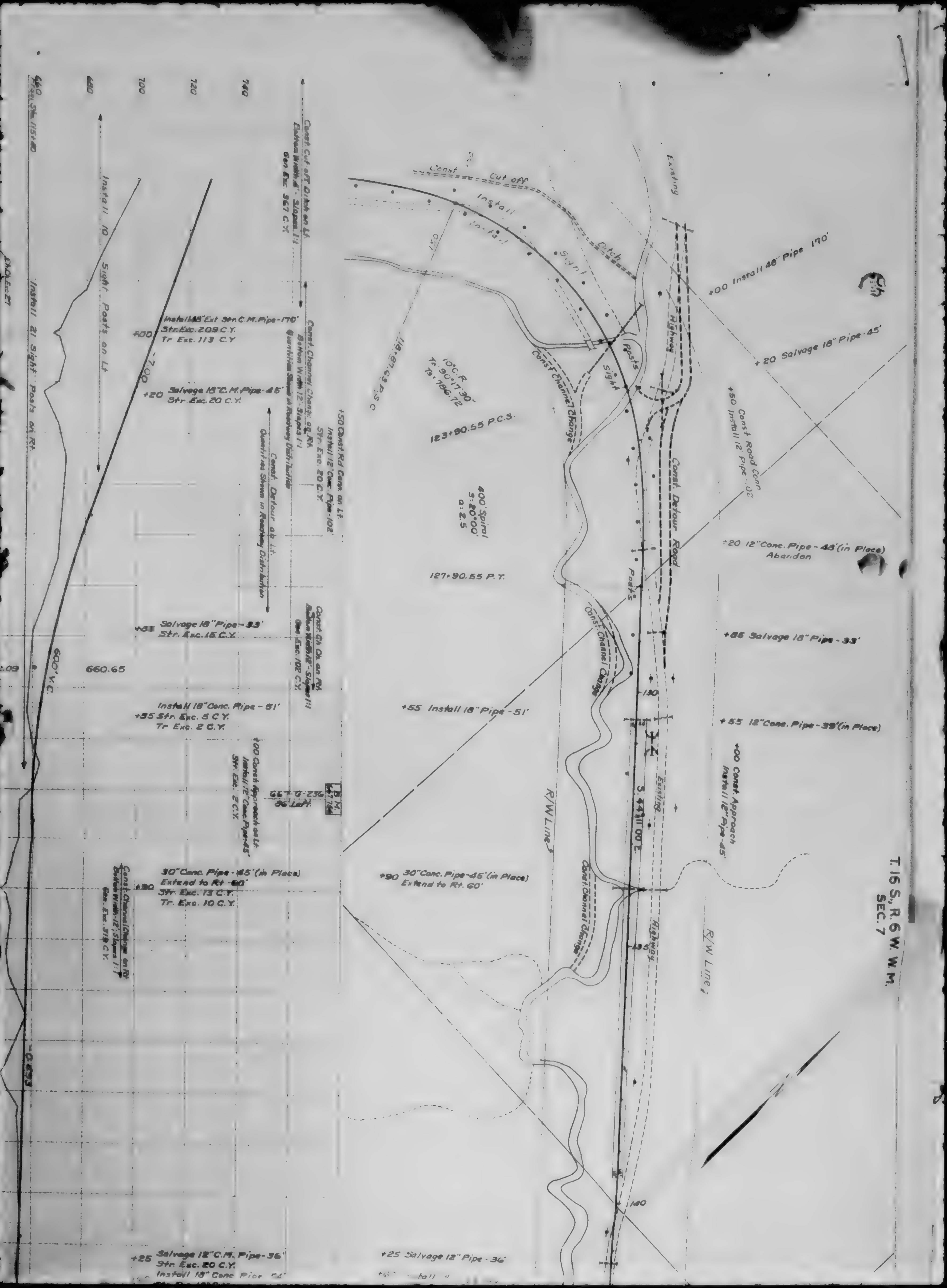
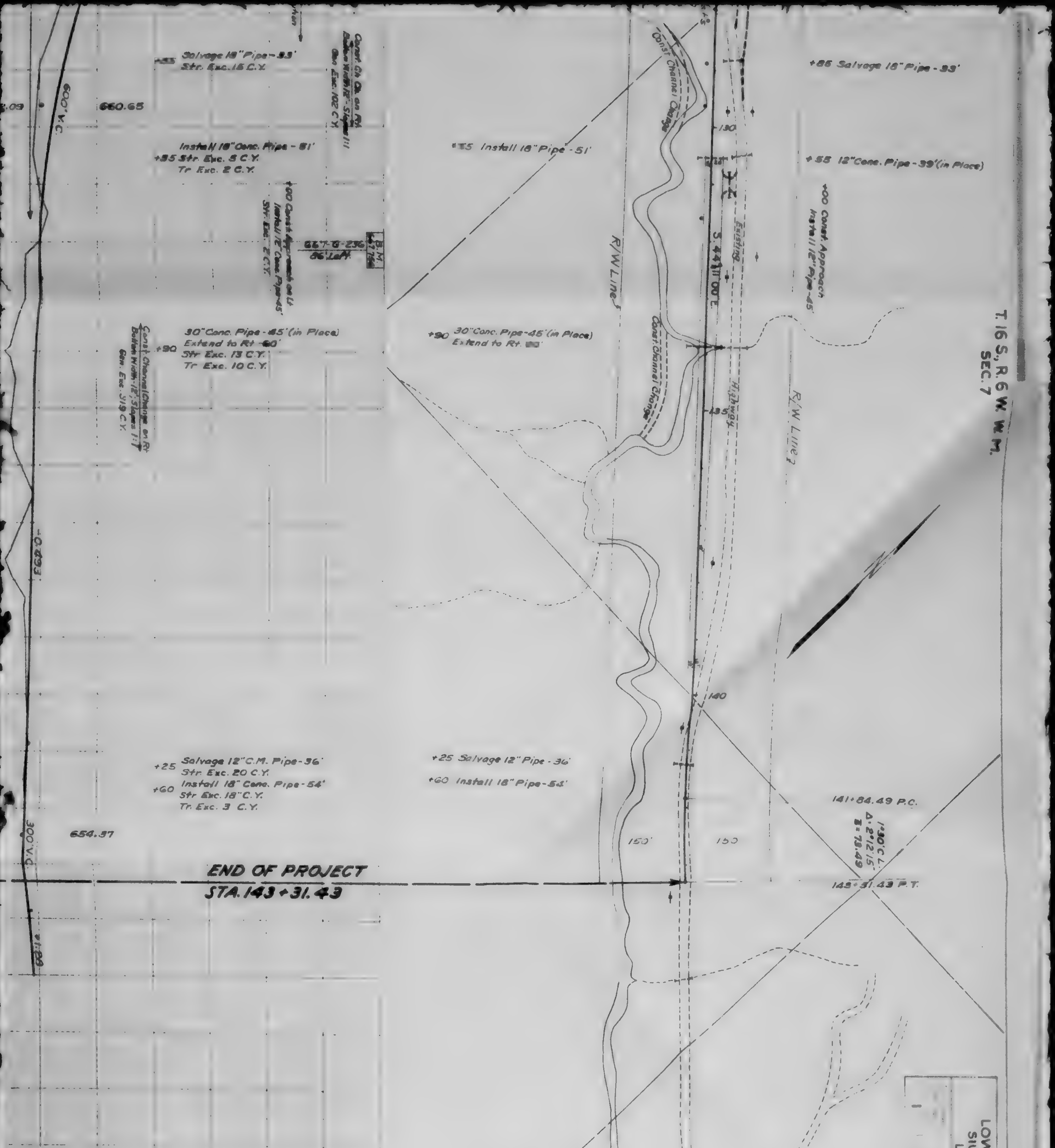

Const. Cut-off Ditch
Install Sight Posts
N. 39°14'00" E.
N. 45°31'00" E.
Install 8" Perf. Drain Pipe
Const. Cut-off Ditch
200'
Easement Line
94+15.29 P.S.
375' Spiral
S: 2°48.8'
a: 0.4
97+90.29 P.S.C.
98+34.62 P.C.S.
1°30' C.R.
Ts: 6°17'30"
Ts: 397.50
375' Spiral
S: 2°48.8'
a: 0.4
102+09.62 P.T.
SEC. 12
SEC. 7
T.16S., R.7W., W.M.
T.16S., R.6W., W.M.
See Sheet 5
Const. Cut-off Ditch on Lt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 2620 C.Y.
See Sheet 5
Install 8" Perf. Drain Pipe on Rt. - 1560'
Str. Exc. 592 C.Y., Rock or Gravel Backfill 460 C.Y.
Tr. Exc. 5 C.Y.
See Sheet 5
Constr. Cut-off Ditch on Rt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 3132 C.Y.
-7.00
Install 2-18" Ext. Str. C.M. Pipe - 256' each
+66 Str. Exc. 263 C.Y.
Tr. Exc. 5 C.Y.
Install 2-18" Ext. Str. C.M. Pipe - 268' each
+80 Str. Exc. 14 C.Y.
Tr. Exc. 10 C.Y.
From Sta. 84+45
Install 20 Sight Posts on Rt.
Install 2 Sight Posts on Lt.
Install 7 Sight Posts on Lt.
From Sta. 81+60
Emb 94,158
Exc 7118
Emb 6722
From Sta. 80+28
S.O.H. 1,596,656 Yd. Sta.
L.O.H. 14,340 C. Yd. Sta.
Emb 261,313
Exc 14,076
Emb 13,294
Exc 274
Emb 289
Exc 21,154
Exc 14,636
Exc 22
Emb 21
Exc 2267
Emb 214
940
920
900
880
860
840
820
840
820
800
840
820
800
90
95
100
105
110


98+34.62 P.C.S.
975' Spiral
S:2°48.8'
a:0.4
102+09.62 P.T.
Pipe
Ditch
Posts
Install Sight Posts
N.45°31'00"E.
SEC.12
SEC.7
T.16S., R.7W., W.M.
T.16S., R.6W., W.M.
R/W Line
114+87.63 P.S.
300'
400' Spiral
S:20°00'
a:2.5
118+87.63 P.S.C.
10°C.R.
Δ:90°17'30"
T:786.72
123+90.55 P.C.S.
Const. Cut-off Ditch on Lt.
See Sheet 7
Install
Sight
Posts
Const.
Cut-off
Ditch
150'
100
105
110
115
120
Install 2-18" Ext. C.M. Pipe - 26.8' each
+80 Str. Exc. 14 C.Y.
Tr. Exc. 10 C.Y.
Install 18" C.M. Pipe - 68'
+95 Str. Exc. 13 C.Y.
Tr. Exc. 2 C.Y.
Install 2 Sight Posts on Lt.
Install Sight Posts on Rt.
800
820
840
700
720
740
760
Emb 261,973
Exc 14,076
Emb 13,294
Emb 259
Exc 276
Exc 21,164
Exc 14,636
Exc 22
Emb 21
Exc 2267
Emb 2161
Exc 216
Emb 601
Exc 713
S.O.H. 68,600 Yd. Sta.
S.O.H. 860 Yd. Sta.
Exc 9293
Emb 8776
Emb 678
Emb 13,822



660
From Sta. 115+40
680
700
720
740
Const. Cut-off Ditch on Lt.
Bottom Width 4' - Slopes 1:1
Gen. Exc. 367 C.Y.
Install 10 Sight Posts on Lt.
Install 21 Sight Posts on Rt.
Ch. Exc. 27
+00 Install 48" Ext. Str. C.M. Pipe - 170'
Str. Exc. 209 C.Y.
Tr. Exc. 113 C.Y.
-7.00
Const. Channel Change on Rt.
Bottom Width 12' - Slopes 1:1
Quantities Shown in Roadway Distribution
+20 Salvage 18" C.M. Pipe - 45'
Str. Exc. 20 C.Y.
+50 Const. Rd. Conn. on Lt.
Install 12" Conc. Pipe - 102'
Str. Exc. 20 C.Y.
Const. Detour on Lt.
Quantities Shown in Roadway Distribution
+83 Salvage 18" Pipe - 33'
Str. Exc. 15 C.Y.
Const. Ch. Ch. on Rt.
Bottom Width 12' - Slopes 1:1
Gen. Exc. 102 C.Y.
2.09
600' V.C.
660.65
Install 18" Conc. Pipe - 51'
+55 Str. Exc. 5 C.Y.
Tr. Exc. 2 C.Y.
+00 Const. Approach on Lt.
Install 12" Conc. Pipe - 45'
Str. Exc. 2 C.Y.
66 - G - 236
86 Left
B.M.
647.74
30" Conc. Pipe - 45' (in Place)
+90 Extend to Rt. - 60'
Str. Exc. 13 C.Y.
Tr. Exc. 10 C.Y.
Const. Channel Change on Rt.
Bottom Width 12', Slopes 1:1
Gen. Exc. 319 C.Y.
-0.653
+25 Salvage 12" C.M. Pipe - 36'
Str. Exc. 20 C.Y.
Install 18" Conc. Pipe 54'
Const. Cut off Ditch
Install Sight Posts
Install Sight Posts
Existing
Highway
150
118+87.63 P.S.C.
10° C R
Tc 90° 17' 30"
Ts 786.72
123+90.55 P.C.S.
400' Spiral
S: 20° 00'
a: 2.5
127+90.55 P.T.
Const. Channel Change
Const. Detour Road
+00 Install 48" Pipe 170'
+20 Salvage 18" Pipe - 45'
+50 Const. Road Conn.
Install 12" Pipe 102'
+20 12" Conc. Pipe - 48' (in Place)
Abandon
Posts
+85 Salvage 18" Pipe - 33'
+55 Install 18" Pipe - 51'
130
+55 12" Conc. Pipe - 39' (in Place)
+00 Const. Approach
Install 12" Pipe - 45'
S. 44° 11' 00" E.
Existing
R/W Line
+90 30" Conc. Pipe - 45' (in Place)
Extend to Rt. 60'
Const. Channel Change
Highway
135
R/W Line
140
+25 Salvage 12" Pipe - 36'
Install
T. 16 S., R. 6 W., W.M.
SEC. 7
N

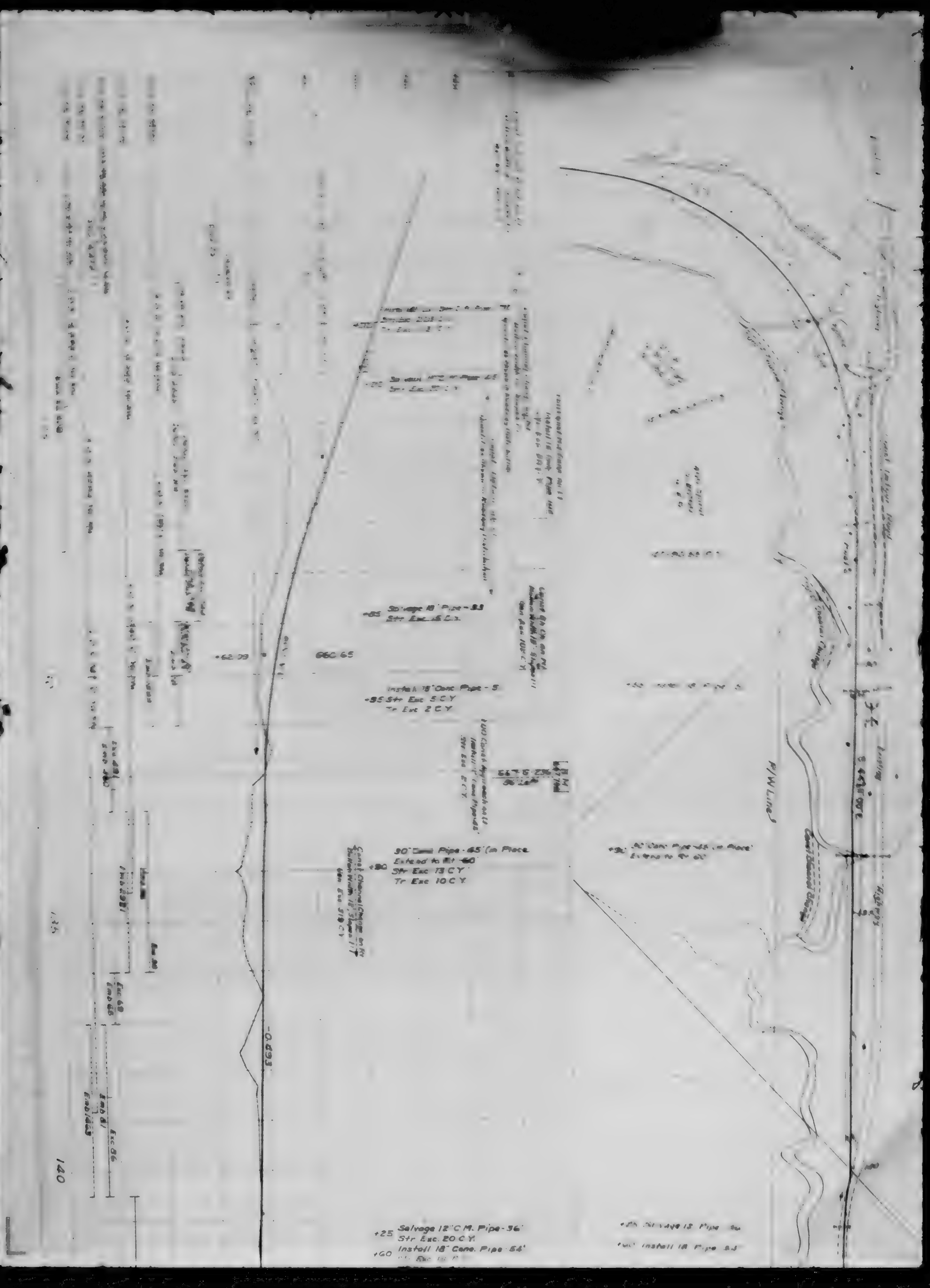

Salvage 18" Pipe - 33'
Str. Exc. 15 C.Y.
Const. Ch. Ch. on Rt. Bottom Width 12' - Slopes 1:1 Gen. Exc. 102 C.Y.
660.65
Install 18" Conc. Pipe - 51'
+35 Str. Exc. 8 C.Y.
Tr. Exc. 2 C.Y.
+00 Const. Approach on Lt. Install 12" Conc. Pipe - 45' Str. Exc. 2 C.Y.
B.M.
86' Left
+90
30" Conc. Pipe - 45' (in Place)
Extend to Rt. 60'
Str. Exc. 13 C.Y.
Tr. Exc. 10 C.Y.
Const. Channel Change on Rt. Bottom Width 12', Slopes 1:1 Gen. Exc. 319 C.Y.
+86 Salvage 18" Pipe - 33'
+35 Install 18" Pipe - 51'
+58 12" Conc. Pipe - 39' (in Place)
+00 Const. Approach Install 12" Pipe - 45'
+90 30" Conc. Pipe - 45' (in Place) Extend to Rt. 60'
Const. Channel Change
R/W Line
Existing
Highway
130
135
140
S. 44°11' 00" E.
+25 Salvage 12" C.M. Pipe - 36'
Str. Exc. 20 C.Y.
+60 Install 18" Conc. Pipe - 54'
Str. Exc. 18 C.Y.
Tr. Exc. 3 C.Y.
+25 Salvage 12" Pipe - 36'
+60 Install 18" Pipe - 54'
141+84.49 P.C.
1°30' C.L.
Δ 2°12' 15"
T = 73.49
143+31.43 P.T.
150'
150
654.37
600 V.C.
300 V.C.
N
T. 16 S., R. 6 W. W. M.
SEC. 7

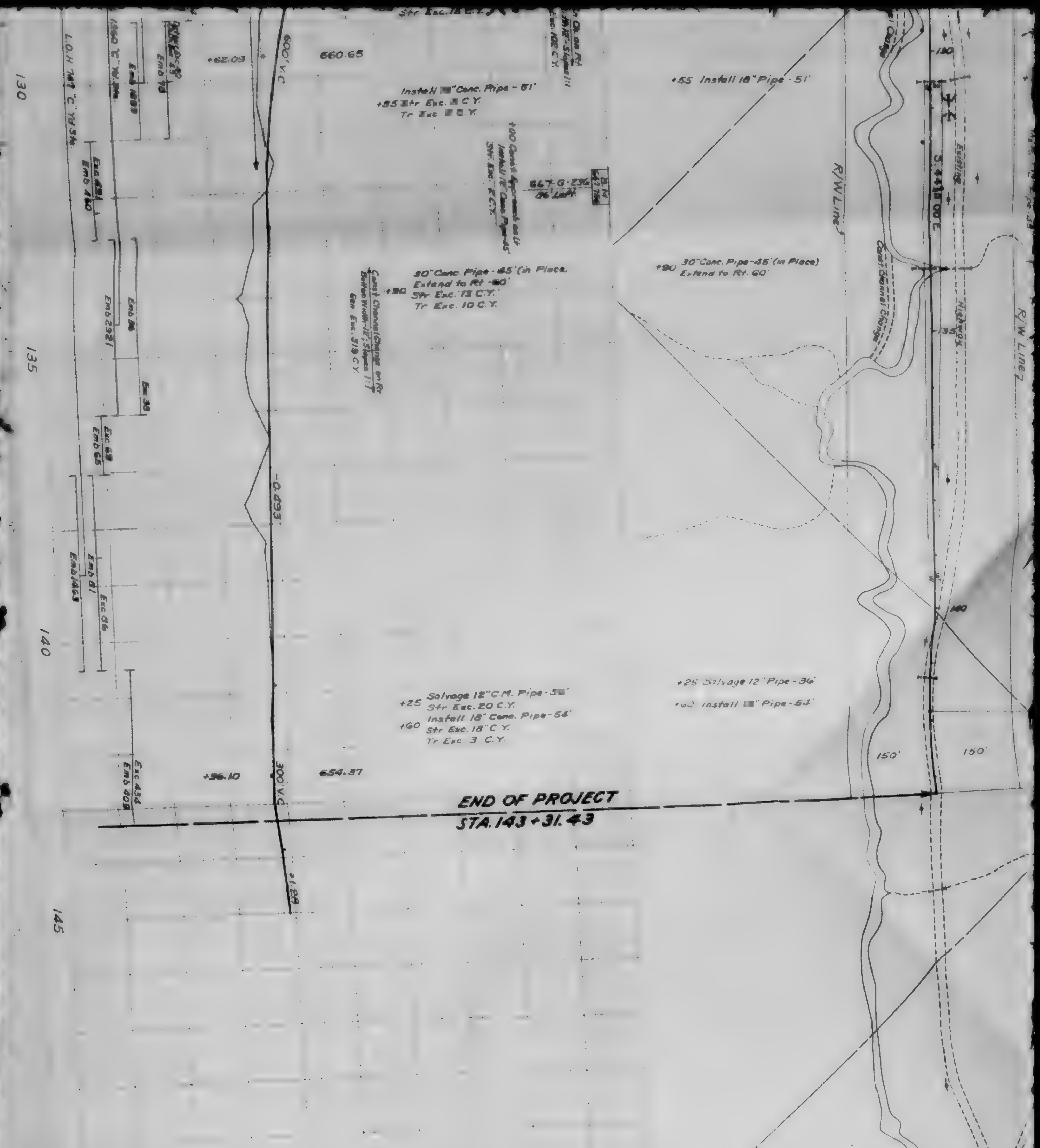
END OF PROJECT
STA. 143+31.43

LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

OREGON BF-188(3)

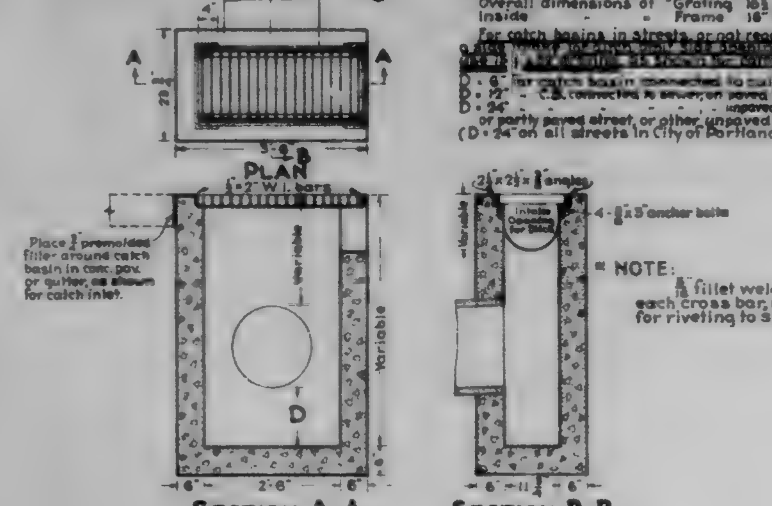
SHEET NO. 7


+85 Salvage 18" Pipe - 33
Str Exc 15 C.Y.
+62.09
660.65
Install 18" Conc Pipe - 5
+95 Str Exc 5 C.Y
Tr Exc 2 C.Y
567.5 236
95 Lt
B.M.
P/W Line
30" Conc Pipe - 65' (in Place
Extend to Rt 60'
+80 Str Exc 13 C.Y
Tr Exc 10 C.Y
Canal Channel Change on Rt
Bottom Width 18' Slopes 1:1
-0.493
140
Exc 86
Emb 61
Exc 68
Emb 66
+25 Salvage 12" C.M. Pipe - 36'
Str Exc. 20 C.Y.
+60 Install 18" Conc. Pipe - 54'
Install 18 Pipe


130
135
140
145
L.O.H. 141 "C" Yd Sta.
1360 "C" Yd Sta.
Exc 29
Emb 70
Emb 1889
Exc 491
Emb 160
Emb 2921
Emb 36
Exc 38
Exc 69
Emb 65
Emb 81
Emb 1463
Exc 86
Exc 434
Emb 408
+62.09
600' V.C.
660.65
-0.493
+36.10
300' V.C.
654.37
+1.89
Str Exc. 18 C.Y.
Ch. on Rt
Slopes 1:1
Exc. 102 C.Y.
Install "Conc. Pipe - 51'
+55 Str Exc. C.Y.
Tr Exc C.Y.
+00 Const. Approach on Lt
Install 12" Conc. Pipe-45'
Str. Exc. 2 C.Y.
667.0-236
66' Left
B.M.
+90 30" Conc. Pipe - 45' (in Place
Extend to Rt - 60'
Str. Exc. 73 C.Y.
Tr Exc. 10 C.Y.
Const. Channel Change on Rt
Bottom Width-12'; Slopes 1:1
Gen. Exc. 319 C.Y.
+55 Install 18" Pipe - 51'
+90 30" Conc. Pipe - 45' (in Place)
Extend to Rt. 60'
+25 Salvage 12" C.M. Pipe - 3
Str Exc. 20 C.Y.
+60 Install 18" Conc. Pipe - 54'
Str Exc. 18" C.Y.
Tr Exc 3 C.Y.
+25 Salvage 12' Pipe - 36'
+60 Install "Pipe - 54'
END OF PROJECT
STA. 143 + 31.43
R/W Line
R/W Line
Const. Channel Change
Channel Change
Existing
Highway
S. 44°11' 00" E
130
135
140
150'
150'

CONCRETE CATCH BASIN
Scale ½" = 1 ft.

NOTE:
* Catch Basin shown is for location in ditch.
Grating: ½"x2" W.I. bars, 2" c. to c., riveted to ½"x2" W.I. side bars through ½"x⅝" holes.
Overall dimensions of Grating 15½" x 36"
Inside " " Frame 16" x 36¼"
For catch basins in streets, or not requiring
[redacted]
D = 6" for catch basin connected to culvert
D = 12" " C.B. connected to sewer, on paved street.
D = 24" " " " " " unpaved
or partly paved street, or other unpaved area.
(D = 24" on all streets in City of Portland)

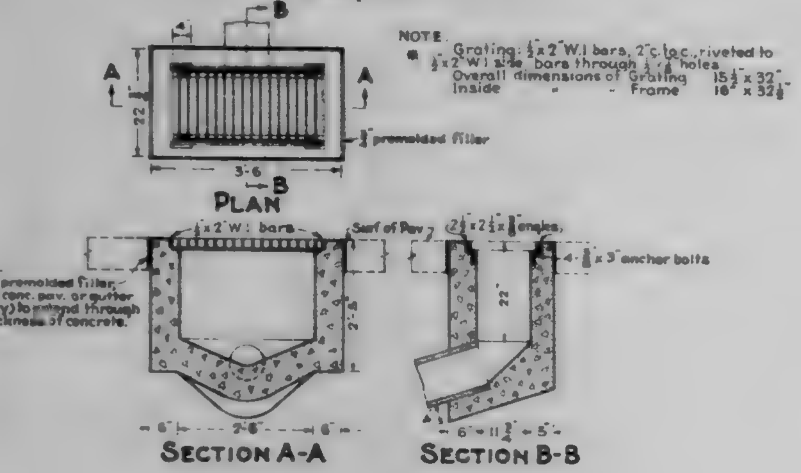


* NOTE:
$\frac{3}{16}$" fillet welds, on each side of each cross bar, may be substituted for riveting to side bars.

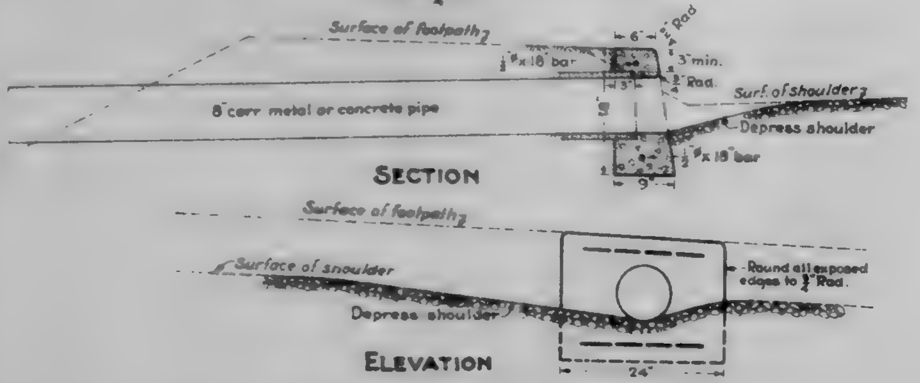
NOTE
All Concrete to be "Class A"

CONCRETE CATCH INLET
Scale ½" = 1 ft.

NOTE
* Grating: ½"x2" W.I. bars, 2" c. to c., riveted to ½"x2" W.I. side bars through ½"x⅝" holes.
Overall dimensions of Grating 15½" x 32"
Inside " " Frame 16" x 32½"



SHOULDER DRAIN HEADWALL
Scale ¾" = 1 ft.



DESIGN for CORRUGATED METAL PIPE STRUTTING
For Pipes 42" or over in Diam.
No Scale

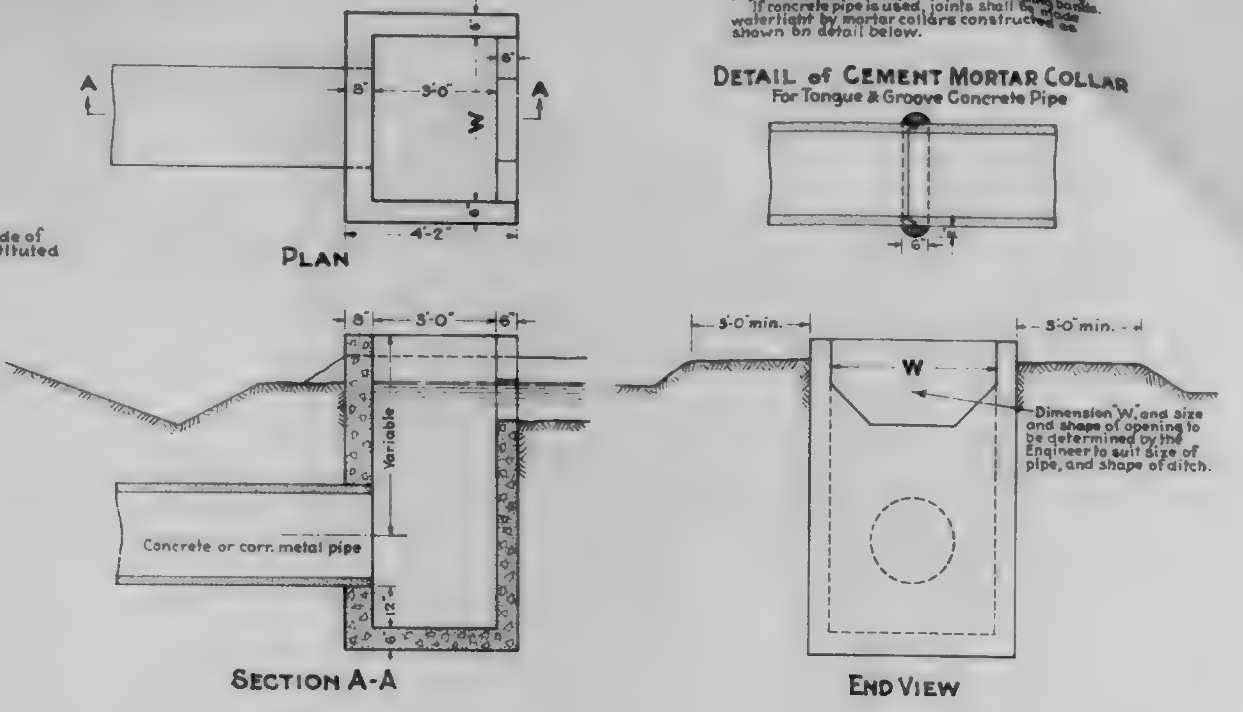
NOTE:
42" pipe shall be strutted if emb. over pipe is more than 30'
48" " " " " " " " " " " " 20'
54" pipe and larger sizes shall be strutted regardless of height of embankment.

STRUT SPACING

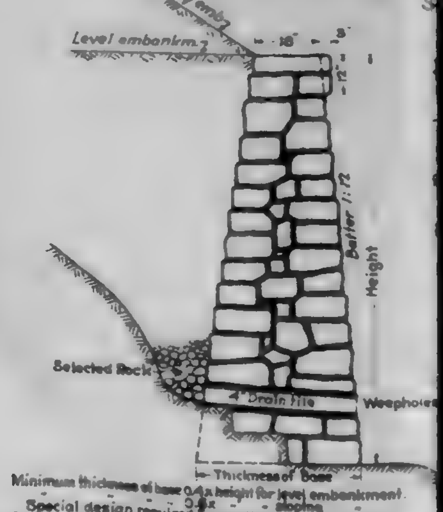
S	Dia. of Pipe	Ht. of Fill
6'	46"	20' to 30'
6'	54" to 66"	up to 30'
[illegible]	72" to 84"	up to 20'

SIPHON
Scale ⅜" = 1 ft.

NOTE:
If corrugated metal pipe is used, the seams and factory joints shall be close riveted and soldered; field joints shall be made watertight by placing asphalt treated burlap under the coupling bands.
If concrete pipe is used, joints shall be made watertight by mortar collars constructed as shown on detail below.

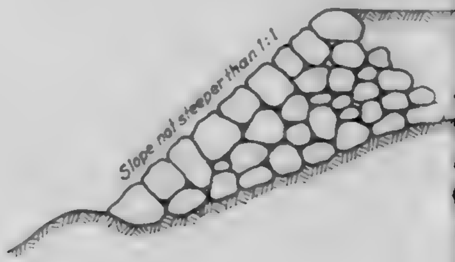

A
A
8"
3'-0"
6"
6"
W
6"
4'-2"
PLAN
DETAIL of CEMENT MORTAR COLLAR
For Tongue & Groove Concrete Pipe
6"
8"
3'-0"
6"
Variable
Concrete or corr. metal pipe
12"
6"
SECTION A-A
3'-0" min.
3'-0" min.
W
Dimension "W", and size and shape of opening to be determined by the Engineer to suit size of pipe, and shape of ditch.
END VIEW

CEMENT RUBBLE MA

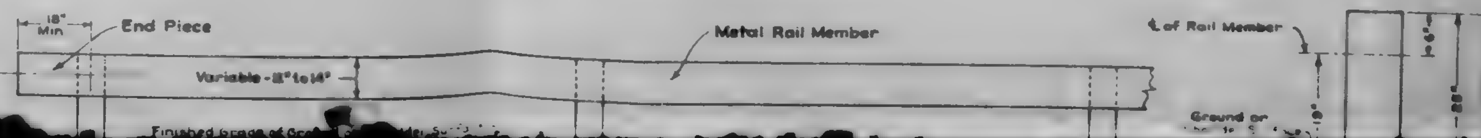


Minimum thickness of base 0.4 x height for level embankment.
" " " " 0.5 x " " sloping "
Special design required for walls over 10 ft. high, or for unusual foundation conditions.

HAND PLACED ROCK SLO
No Scale



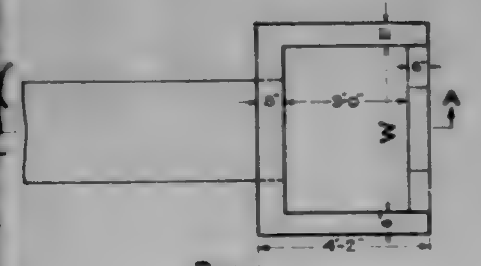
METAL GUARD RAIL
No Scale



OTE
to be Class A"

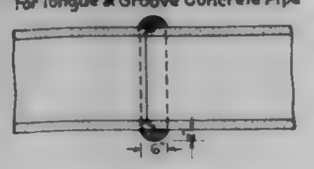
SIPHON
Scale 1/8" = 1 ft.

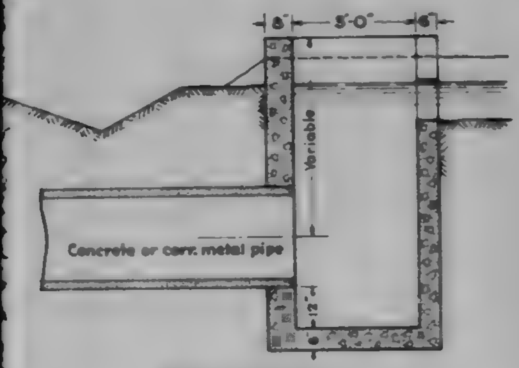
NOTE:
If corrugated metal pipe is used, the seams and factory joints shall be close riveted and soldered; field joints shall be made watertight by placing asphalt treated burlap under the coupling bands.
If concrete pipe is used, joints shall be made watertight by mortar collars constructed as shown on detail below.



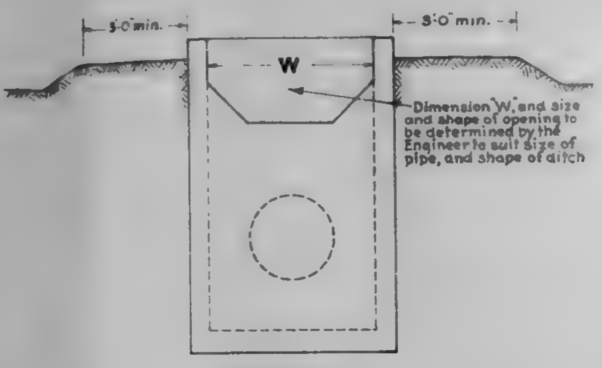
PLAN

DETAIL of CEMENT MORTAR COLLAR
For Tongue & Groove Concrete Pipe



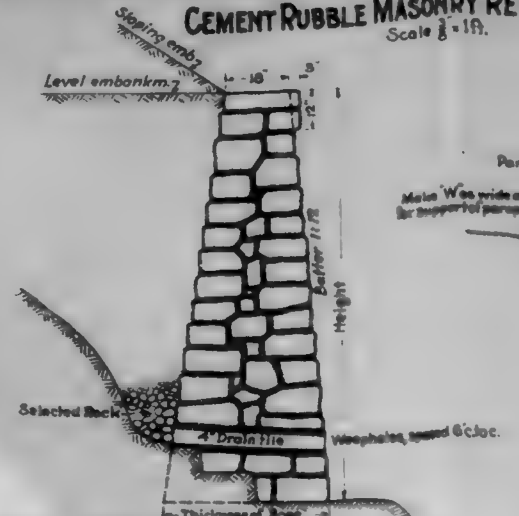


SECTION A-A

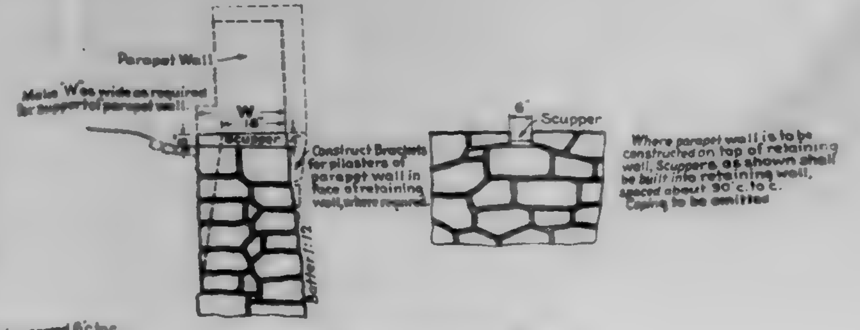

3'-0" min.
3'-0" min.
W
Dimension 'W', and size and shape of opening to be determined by the Engineer to suit size of pipe, and shape of ditch

END VIEW

CEMENT RUBBLE MASONRY RETAINING WALL
Scale 1/8" = 1 ft.



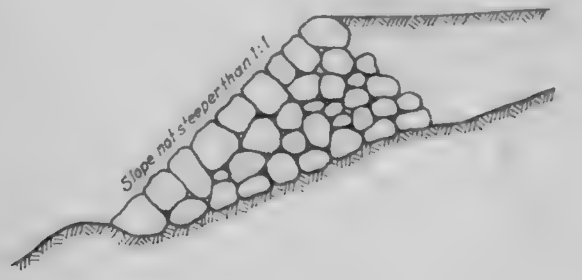
Minimum thickness of base 0.4 x height for level embankment.
" " " " 0.6 x " " sloping "
Special design required for walls over 10 ft. high, or for unusual foundation conditions.


Parapet Wall
Make 'W' as wide as required for support of parapet wall.
W
18"
Scupper
Construct Brackets for pilasters of parapet wall in face of retaining wall, where required.
Batter 1:12
6"
Scupper

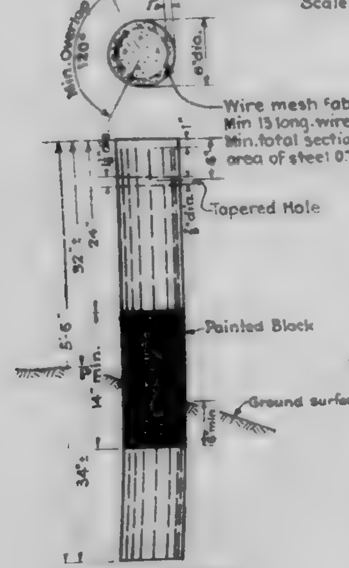
Where parapet wall is to be constructed on top of retaining wall, Scuppers, as shown shall be built into retaining wall, spaced about 30' c. to c. Coping to be omitted

DETAIL of TOP of RETAINING WALL
On which Parapet Wall is to be constructed

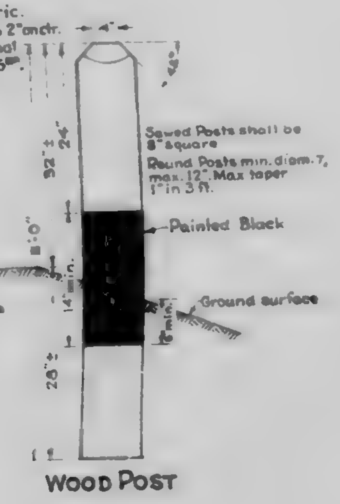
HAND PLACED ROCK SLOPE
No Scale



SIGHT POSTS
Scale 1/2" = 1 ft.

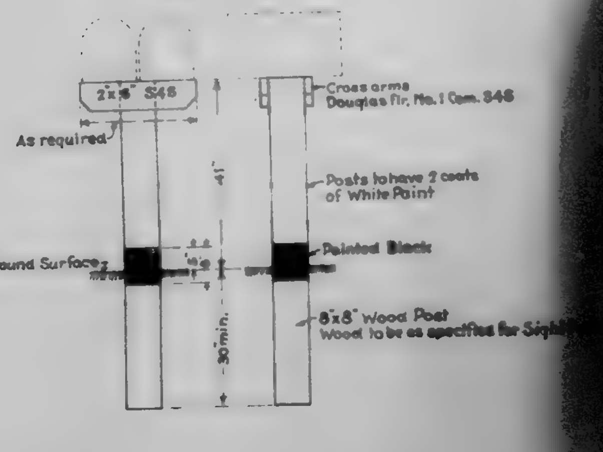

Min. Overlap 120°
6" dia.
Wire mesh fabric. Min 13 long. wires 2" c. to c. Min. total sectional area of steel 0.75 sq.in.
Tapered Hole
5'-6"
32"±
24"
Painted Black
14" min.
Ground surface
8" min.
34"±

CONCRETE POST
Adopted Sept. 1949.

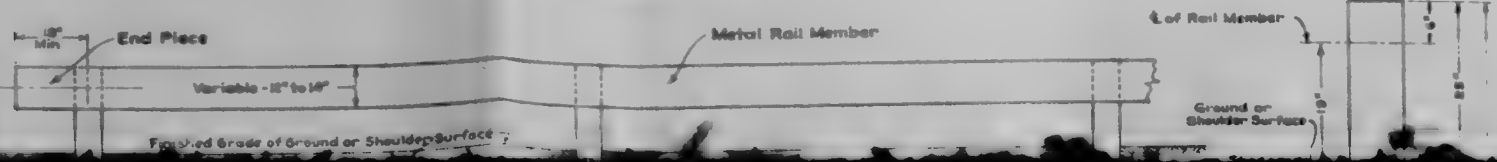

4"
45°
Sawed Posts shall be 8" square
Round Posts min. diam. 7, max. 12". Max taper 1" in 3 ft.
32"±
24"
5'-0"
Painted Black
14" min.
Ground surface
8" min.
28"±

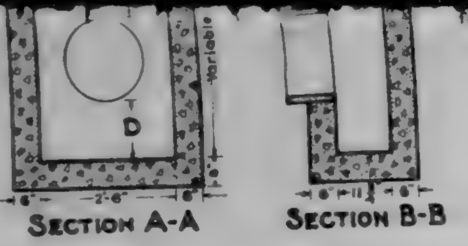
WOOD POST

MAIL BOX POST
Scale 1/2" = 1 ft.


2"x6" S4S
As required
Cross arms Douglas fir, No. 1 Com. S4S
41"
Posts to have 2 coats of White Paint
Painted Black
Ground Surface
30" min.
8"x8" Wood Post Wood to be as specified for Sight

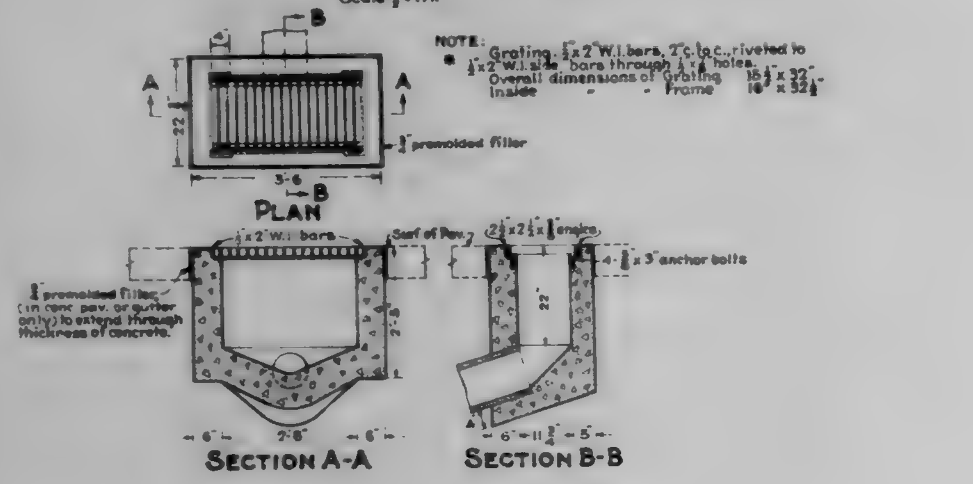
METAL GUARD RAIL
No Scale





CONCRETE CATCH INLET

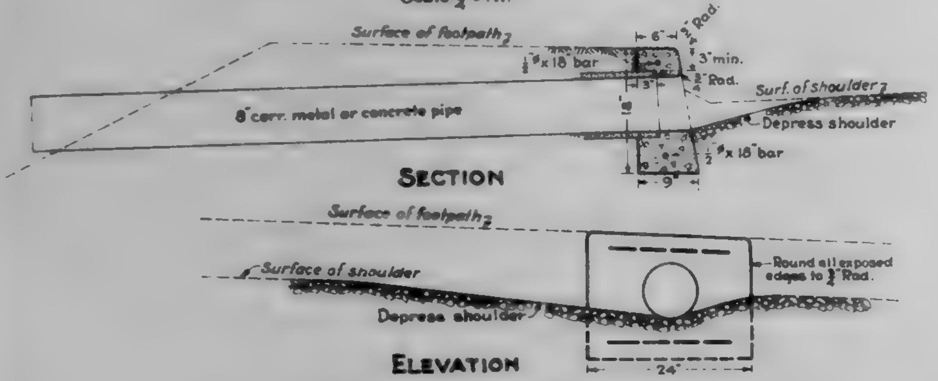
Scale ½" = 1 ft.



NOTE:
* Grating. ½"x2" W.I. bars, 2" c. to c., riveted to ½"x2" W.I. side bars through ½"x¼" holes.
Overall dimensions of Grating 15¾" x 32"
Inside " " Frame 16" x 32¼"

SHOULDER DRAIN HEADWALL

Scale ½" = 1 ft.



DESIGN for CORRUGATED METAL PIPE STRUTTING

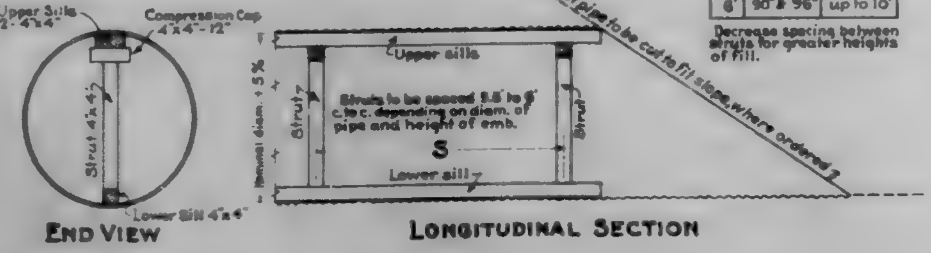
For Pipes 42" or over in Diam.
No Scale

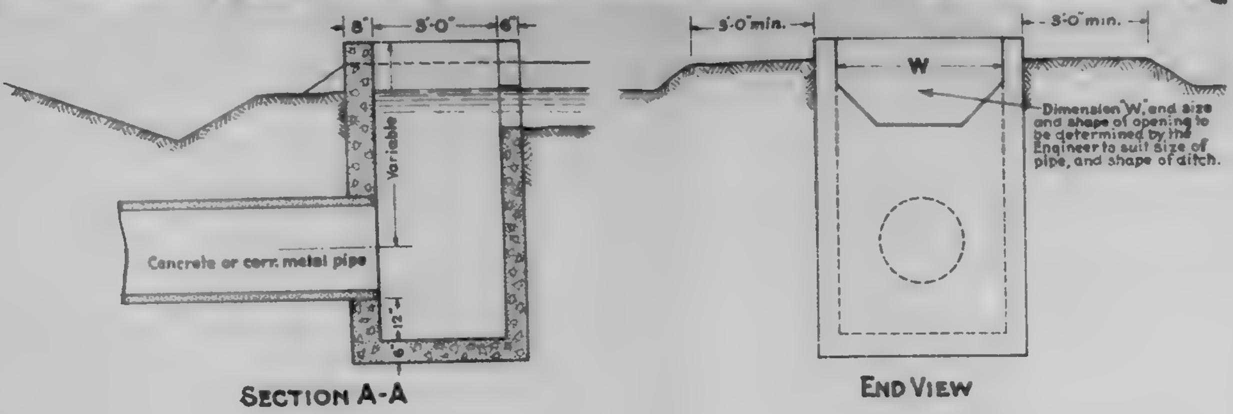
NOTE:
42" pipe shall be strutted if emb. over pipe is more than 30'
48" " " " " " " " " " 20'
54" pipe and larger sizes shall be strutted regardless of height of embankment.

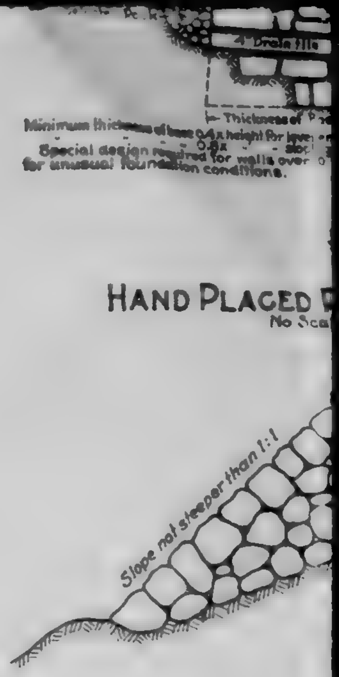
STRUT SPACING

S	Dia. of Pipe	Ht. of Fill
6'	48"	20' to 30'
6'	54" to 66"	up to 30'
6'	72" to 84"	up to 20'
6'	90" & 96"	up to 10'

Decrease spacing between struts for greater heights of fill.


Upper Sills 2-4"x4"
Compression Cap 4"x4"-12"
Strut 4"x4"
Lower Sill 4"x4"
END VIEW
Nominal diam. + 5%
Upper sills
Strut
Struts to be spaced 5.5' to 6' c. to c. depending on diam. of pipe and height of emb.
S
Lower sill
Strut
End of pipe to be cut to fit slope, where ordered
LONGITUDINAL SECTION


8"
3'-0"
6"
Variable
Concrete or corr. metal pipe
12"
6"
SECTION A-A
3'-0" min.
3'-0" min.
W
Dimension W, and size and shape of opening to be determined by the Engineer to suit size of pipe, and shape of ditch.
END VIEW

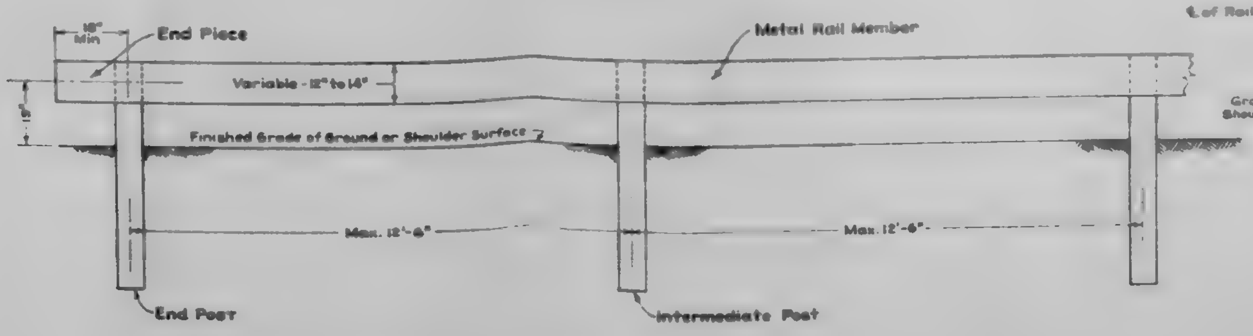

4" Drain tile
Thickness of
Minimum thickness of base 0.4 x height for
0.5 x
Special design required for walls over
for unusual foundation conditions.
Slope not steeper than 1:1

HAND PLACED

No Scal

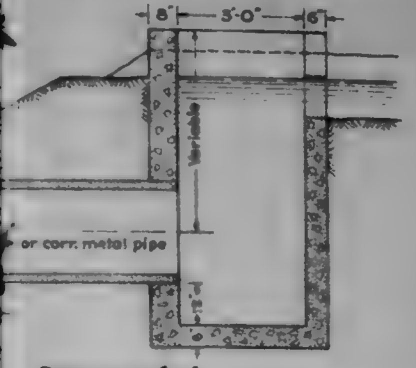
METAL GUARD RAIL

No Scale

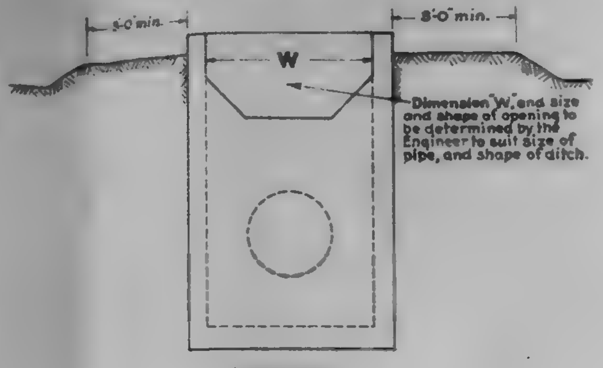


NOTE:
Posts to be of Reinforced Concrete, Steel Beam or Railroad Rail; Optional.
Rail Members to be Steel Beams or Plates, Optional.
Metal Posts to be Provided with Bearing Plates as Specified.
Metal Posts, Rail Members and Fittings to be Painted as Specified.
For Details of Materials and Erection see Standard Specifications.

POST INSTALL

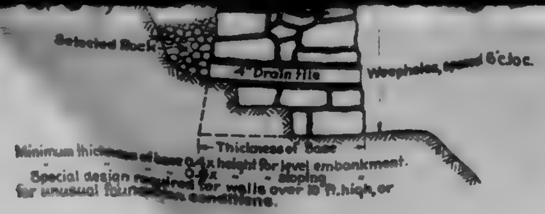


SECTION A-A



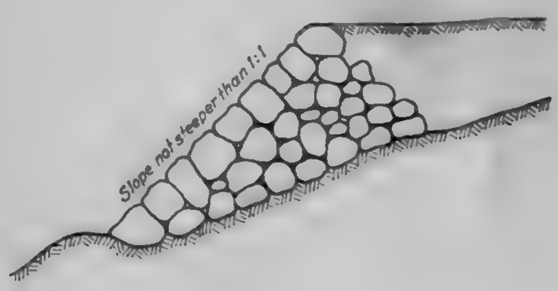
Dimension "W" and size and shape of opening to be determined by the Engineer to suit size of pipe, and shape of ditch.

END VIEW



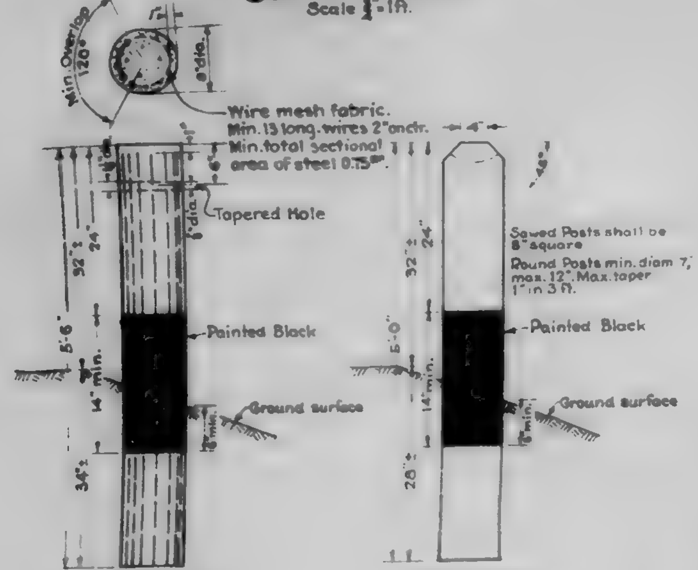
Minimum thickness of base 0.4 x height for level embankment.
" " " 0.5 x " " sloping "
Special design required for walls over 10 ft. high, or for unusual foundation conditions.

DETAIL of TOP of RETAINING WALL
On which Parapet Wall is to be constructed



HAND PLACED ROCK SLOPE
No Scale

SIGHT POSTS
Scale 1/2" = 1 ft.



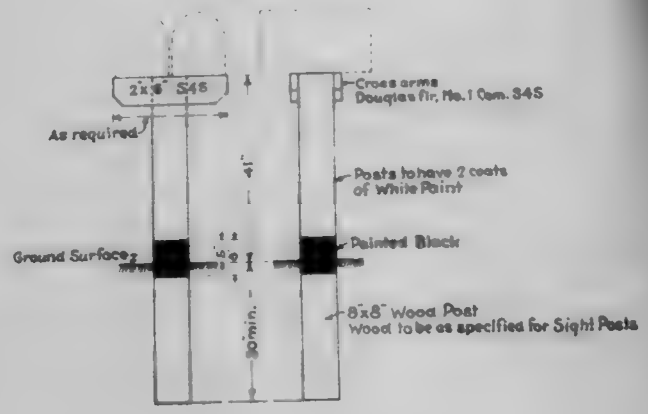
Wire mesh fabric.
Min. 13 long. wires 2" on ctr.
Min. total sectional area of steel 0.15 sq. in.

Sawed Posts shall be 8" square
Round Posts min. diam 7", max. 12". Max. taper 1" in 3 ft.

CONCRETE POST
Adopted Sept. 1949.

WOOD POST

MAIL BOX POST
Scale 1/2" = 1 ft.

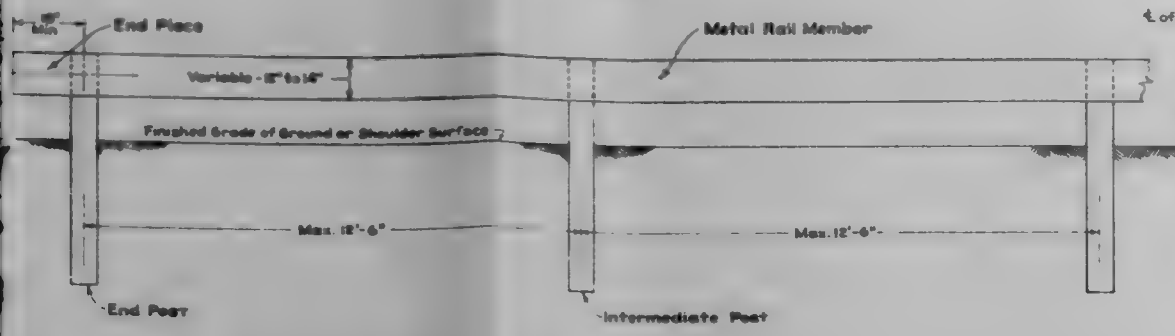


Cross arms Douglas fir, No. 1 Com. S4S

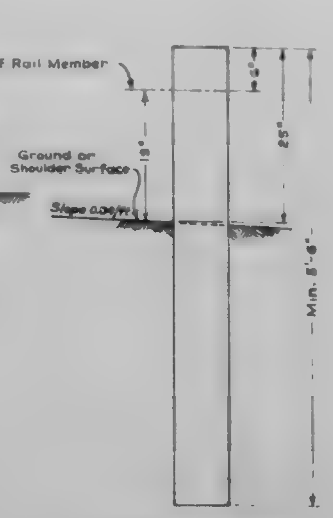
Posts to have 2 coats of White Paint

8"x8" Wood Post
Wood to be as specified for Sight Posts

METAL GUARD RAIL
No Scale



NOTE:
Posts to be of Reinforced Concrete, Steel Beam or Railroad Rail; Optional.
Rail Members to be Steel Beams or Plates Optional.
Metal Posts to be Provided with Bearing Plate as Specified.
Metal Posts, Rail Members and Fittings to be Painted as Specified.
For Details of Materials and Erection see Standard Specifications.



POST INSTALLATION

OREGON STATE HIGHWAY DEPARTMENT
Details of
MISCELLANEOUS STRUCTURES
FOR INTERURBAN PROJECTS
Scales: As Shown
Aug., 1940
Revised: Oct. 1940.
" Sept. 1949.

DRG. NO. 2051

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Contractor	Slopes and Kind of Material	Date of Award	Shrinkage or Swell
	Barron Creek-Torrent Creek		
Berke Bros.	1:1 Slopes Granite and sandstone	11/1/34	0% Shrinkage
	North Unit, Torrent Creek-Wall Creek		
Berke Bros.	1:1 Slopes Sandstone and shale	10/9/35	5-15% Swell
	Ashland-Neil Creek		
Harold Blake	1:1 Slopes Sandstone	10/9/35	0-5% Swell
	Wall Creek-Siskiyou		
McNutt Bros.	1:1 Slopes Sandstone, shales and granite	7/23/36	10% Swell
	Bear Canyon		
Harold Blake	Some ½:1 Slopes Igneous rock	1/7/38	15-25% Swell
	North Unit, Bear Canyon-State Line		
Harold Blake	All cuts 1:1	11/17/38	5% Swell
	South Unit, Bear Canyon-State Line		
Harold Blake	Weathered igneous rock	12/19/38	8-12% Swell
	North Unit, Siskiyou-Bear Canyon		
Roy L. Houck	All slopes 1:1 Igneous rock	8/31/39	3-5% Swell
	South Unit, Siskiyou-Bear Canyon		
Roy L. Houck	Practically all Slopes 1:1 Igneous rock	8/31/39	3-5% Swell
	Bunker Hill-Delmar		
Porter W. Yett	All slopes 1:1 Sandstone	5/25/51	15-20% Shrinkage
	Delmar-Coaledo		
Del R. Beebe Construction Company	All cuts 1:1. Green Acres cut required considerable shooting. Sandstone	9/3/48	10% Shrinkage

Contractor	Slopes and Kind of Material	Date of Award	Shrinkage or Swell
	Clatskanie-Delena		
Kuckenberg Construction Company	1:1 slopes. Basalt and shale	7/1/53	12% Shrinkage
	Sheridan-Deer Creek		
J. C. Compton Co.	1:1 Slopes. Shale	12/20/51	
	Rice Hill-Turkey Hill		
Jacobsen-Jensen	Cuts staked 1:1 in basaltic rock	11/7/35	12-15% Shrinkage
	Turkey Hill-Chenoweth Park		
Jacobsen-Jensen	1:1 Slopes. Shale	4/14/37	0% Shrinkage
	South Unit, Canyonville-Johns		
Bureau of Public Roads Kuckenberg Construction Co.	Graystone with cuts at least 1:1 with top rounding back to $1\frac{1}{2}$:1. Cuts in vicinity of Sta. 340 1:1 or flatter with 13% swell. Cuts near Sta. 372 benched with lower slopes $1\frac{1}{2}$:1 and upper 1:1 or flatter. Sta. 390 1:1 in very hard material.	9/25/46	20% Swell in rocky material
	Johns-Glendale Junction		
R. A. Heintz Construction Co.	Rock cut at M.P. 242 has 1:1 slopes. Cut at M.P. 243.9 has 1:1 slopes.	9/24/46	5-10% Shrinkage
	Glendale Junction-Wolf Creek		
McNutt Bros.	Cut at Sta. 492-520 at Summit of Stage Road Pass has 1:1 slopes in shale that required shooting.	9/24/46	15-20% Swell
	North Unit, Canyonville-Johns		
Bureau of Public Roads Halvorsen Construction Company	1:1 Slopes Graystone	1947	10% Swell on portions and 20% swell on other portions

Contractor	Slopes and Kind of Material	Date of Award	Shrinkage or Swell
Chrome Plant-Cedar Point			
E. L. Gates Company	Slopes 1:1. Sandstone	7/14/50	10% Shrinkage
Cedar Point-Coquille			
Coos Bay Dredging Co.	Slopes 1:1. Sandstone	2/23/51	15-20% Shrinkage
Winchester Bay-Clear Lake			
E. L. Gates Company	All cuts 1:1 including sandstone.	3/13/52	17% Swell
Brush Creek-Rinehart Creek			
E. C. Hall Company & Fred H. Slate	1:1 Slopes. Shale	1/22/53	10% Shrinkage
Brush Creek-Frankport			
Peter Kiewit Sons' Co.	Slopes 1:1. Shale	5/18/53	10% Shrinkage
Rocky Point-Brush Creek			
Peter Kiewit Sons' Co.	Cut at Humbug Park, Sta. 312, 1½:1. Rocky Point cut 1:1. Sandstone and shale	9/19/53	10-12% Shrinkage
Frankport-Greggs Creek Section			
Slate and Hall	1:1 Slopes. Shale	1/21/54	10% Shrinkage
Circle Bridge-Summit			
Leonard & Slate	1:1 Slopes. Basalt and Shale	2/4/47	15% Swell
Cannon Beach-Arcadia			
Grimstad & Vanderveldt and Heavy Hauling Co.	1:1 Slopes. Shale	8-20/51	12-15% Shrinkage
Rainier-Goble			
Leonard & Slate	1:1 Slopes. Basalt	4/26/48	0-20% Swell
Big Creek			
J. N. Conley	1:1 Slopes. Shale	8/2/51	10% Shrinkage

Contractor	Slopes and Kind of Material	Date of Award	Shrinkage or Swell
Chenoweth Park-Oakland Junction			
McNutt Bros.	1:1 Slopes. Cut at Sta. 1565 blocky sandstone.	3/14/52	5% Shrinkage allowed throughout job.
Rock Point-Blackwell Hill			
Central Heating Co. and F. L. Somers	Rocky cut opposite Gold Hill has 1:1 slopes.	8/11/52	10% Shrinkage
Deady-Winchester			
White Bros.	Cut at Sta. 2049 staked at 1½:3/4 slopes. Large slide occurred soon after opening the road, indicating that slopes were too steep. Cut at Sta. 2055 has 1:1 slopes. Sta. 2085-2096 1:1 slopes with 8% swell.	2/20/53	General shrinkage even over entire job.
Elkhead Road-Rice Hill			
R. A. Heintz Construction Co.	1:1 Slopes Dirt and Shale	3/3/53	10% Shrinkage
Shady-Booth Ranch			
D & H Construction Co. and M. H. Hassler Company	All 1:1 slopes except two cuts. Rock, shale and dirt. Summit cut 1:1 to ½:1. Solid rock cut ½:1.	4/9/54	0% Swell

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With reference to the character of the materials, advise that the material in the big cut was unclassified excavation and was understood, therefore, to include all types of excavation, including solid rock. There was, therefore, nothing in our plans which was intended to indicate the character of the material except as follows: "The cleanest, soundest and hardest materials of suitable size and quality obtained from roadbed excavations and other excavations, throughout the project, shall be reserved in required quantities and used in the upper portion of the roadbed embankments and in backfilling work throughout the length of the project."

On the Coast, where the material is composed of sedimentary sandstone and shales, and due to the fact that some of the materials disintegrate quite rapidly when exposed to air, it has long been the custom to use 1:1 slopes in excavations where rock would be encountered and, in certain other cases, to use 1½:1, and, in shallow cuts, 2:1 or flatter. Many times in rock materials the material slakes down so that it will fill the voids in the compacted embankments. In other cases the rock will break in large fragments and will not decompose, so there is considerable voidage, and, therefore, the material instead of shrinking will swell.

Our plans and specifications are carefully worked up to place the full responsibility for determining the character of material and the method of excavation directly upon the contractor, and no representation or guarantee is made as to the classification of the material. In former days we endeavored to classify the material, but the contractors bid all classifications at the same rate. Grading contractors become especially skilled in judging the character of material to be found in excavation and wish to assume the risks inherent thereto. The entire practice of grading construction is based upon the assumption of such risks by the contractors, who are essentially gamblers and obtain many of their jobs by outguessing the other contractors in the manner of estimating the character of materials, the cost of the work and particularly by developing better methods of handling the materials. Many contractors never consult with any of the engineers in bidding a job.

The specifications of 1:1 slope and the determination of the shrinkage and swell are not considered a representation as to the classification of the material to be encountered. Sedimentary rocks have such variable characteristics with respect to shrinkage or swell that it is impossible to accurately forecast it. Likewise, in general, sedimentary rocks weather so badly that it is rather foolish to stake on a slope less than 1:1. Actually the anticipated shrinkage factor in this job was quite near the final result.

The mere fact that the rock encountered was perhaps more difficult to excavate than anticipated is a hazard of the contracting business.

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LOW PASS

COMPARISON OF EXCAVATION QUANTITIES ½:1 AGAINST 1:1 AS CONSTRUCTED

Station 76+80 to 85+55

Excavation as Constructed	470,503.6 Cu. Yd.
Excavation on a ½:1 Slope Through Entire Cut	305,271.3 " "
Difference	165,232.3 Cu. Yd.

COMPARISON OF EMBANKMENT QUANTITIES AS CONSTRUCTED COMPARED TO PLANNED AMOUNTS

Entire Project

Embankment Required as per Bidder Plans	712,564 Cu. Yd. ✓
Embankment Actually Placed in Construction	769,747.5 Cu. Yd. ✓
Difference	57,183.5 Cu. Yd.

As per bidder plans 1 yd of ~~[illegible]~~ Emb. = 1.0800700 yds of ~~embankment~~ Excavation
As constructed 1 yard of Emb. = 0.9764129 yds of Excavation

Or

as per bidder plans 1 yd of Exc = 0.9258430 yds of Embankment 0.444
as ~~[illegible]~~ Constructed 1 yd of Exc = 1.0241510 yds of Embankment 1.007

77° 17' 51 73 7'

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N. UNIT, BEAR CANYON-STATE LINE SECTION, US99:

	Excavation	Embankment	
Construction	429,412	492,705	14.7% Swell
Plans	401,839.0	412,318	2.6% Swell

CHROME PLANT-CEDAR POINT SECTION, US101:

	Excavation	Embankment	Factor
Construction	347,249.2	292,268.7	1.1881 or 18.8% Shrink
Plans	298,479	236,965	1.2595 or 26% Shrink

JUDKINS POINT-GOSHEN SECTION, US99:

	Excavation	Embankment	Factor
Construction	695,693	738,692	.9418 or 6.2% Swell (Average)
Plans	615,047	671,827	.915 or 9.2% Swell (Average)

CANNON BEACH-ARCADIA SECTION, US101:

	Excavation	Embankment	Factor
Construction	421,311.30	367,406.60	1.1467 or 14.67% Shrink
Plans	324,759	271,598	1.1955 or 19.55% Shrink

ANLAUF-ELKHEAD SECTION, US99:

	Excavation	Embankment	Factor
Construction	1,184,232	1,076,517	1.10 or 10% Shrink
Plans	1,057,710	954,926	1.1076 or 10.76% Shrink

DEADY-WINCHESTER SECTION, US99:

	Excavation	Embankment	Factor
Construction	604,799	638,665	0.9468 or 5.6% Swell
Plans	607,388	574,618	1.057 or 5.7% Shrink

FAIRGROUNDS ROAD-SHADY SECTION, US99:

	Excavation	Embankment	Factor
Construction	537,631	502,998	1.069 or 6.9% Swell
Plans	533,112	523,689	1.02 or 2% Shrink

GLENDALE JUNCTION-WOLF CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	1,058,619.9	1,045,718.8	1.012337 or 1.23% Shrink
Plans	947,115	1,102,028	0.8594 or 11.64% Swell

CIRCLE BRIDGE-SUMMIT SECTION, US101:

	Excavation	Embankment	Factor
Construction	268,296.7	242,561.5	1.1061 or 10.61% Shrink
Plans	243,973	203,893	1.1966 or 20% Shrink

NEWPORT-TOLEDO SECTION, US20:

	Excavation	Embankment	Factor
Construction	963,553	868,059	1.11 or 11% Shrink
Plans	972,057	810,050	1.20 or 20% Shrink

SOUTH UNIT, SISKIYOU-BEAR CANYON SECTION, US99:

	Excavation	Embankment	Factor
Construction	373,005	414,881	0.8991 or 11.227% Swell
Plans	372,933	386,582	0.965 or 3.66% Swell

DELMAR-COALEDO SECTION, US101:

	Excavation	Embankment	Factor
Construction	445,602.8	383,933.5	1.1606 or 16.06% Shrink
Plans	355,432.0	323,620	1.0983 or 9.83% Shrink

NEIL CREEK-BARRON CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	453,709	539,872	.8404 or 18.8% Swell
Plans	399,379	375,931	1.062 or 6.2% Shrink

ASHLAND-NEIL CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	185,436	192,143	.965 or 3.62% Swell (Average)
Plans	194,150	200,327	.969 or 3.18% Swell (Average)

TORRENT CREEK-WALL CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	187,666.7	204,049.3	0.9197 or 8.73% Swell
Plans	178,293	193,136	0.92315 or 8.32% Swell

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Bids

Peter Kiewit	$1,076,000	$0.89
McNutt	$ 987,000	.68
Parker-Schramm	$ 973,467	.75
Houck	$ 925,000	.72½
Lucick	$ 849,000	.67
Slate-Hall	$ 848,000	.60
Kuckenberg	$ 821,000	.54
Funderburke	$ 767,000	.40
McDougall	$ 753,000	.45

741
7

821
82
739

75

728
27

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CONTRACT CLAUSES

3-2. Estimate of Quantities Approximate Only (p. 6)

It is expressly agreed that the quantities shown on the plans and give under the heading "Schedule of Contract Prices" are approximate only and are not to be taken to be either representations or warranties. The State Highway Commission does not expressly nor by implication agree that the actual amount of work will correspond therewith , and reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the engineer, without extra or special compensation to the contractor except as provided in Article 8-10.

3-3. Examination of Plans, Specifications, and Site of Work (p. 6)

It is understood that the contractor, before signing this contract, has made a careful examination of the plans, specifications, and contract agreement; that he has fully informed himself as to the quality and quantity of materials and the character of the work required; and that he has made a careful examination of the location and condition of the work and the sources of supply for materials. The State of Oregon will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the contractor as a result of the contractor's failure to fully inform himself in advance in regard to all conditions pertaining to the work.

5-9. Notice by Contractors. (p. 10)

Wherever in these specifications the contractor is required to notify the engineer concerning the progress of the work, or concerning any complaint which he may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the engineer or his representative in person, or mailed to the office of the engineer.

8-11. Changed Conditions (p. 25)

Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed.

CONTRACT CLAUSES

12-5. Definitions of Terms Used in Classification. (p. 32)

* * * * *

Unclassified excavation, as referred to herein, in connection with the classifying of excavation, shall be understood to be excavation that is not to be classified according to the nature of the materials excavated. It shall, therefore, be understood to include both solid rock, excavation and common excavation, if both classes are present.

* * * * *

12-8. Embankment Construction. (p.33)

* * * * *

Where rock material is being used in embankment construction, the rock shall be distributed and manipulated in such manner that the interstices between the larger pieces are filled with smaller pieces, forming a dense and compact mass.

12-15. Preliminary Estimates of Classification (p.35)

In the final classification of excavated materials, the State Highway Commission will be in no way bound by any notations or estimates pertaining to classification, that may appear in the plans or in any summaries of quantities. It is understood that the contractor bases his unit prices upon his own estimates of classification, and the State Highway Commission will not be responsible for his failure to do so or for any errors in his estimates.

Special Provisions - page 4

All three kinds of excavation listed above shall be handled on the "unclassified basis" described in Articles 12-4 and 12-5 of the standard specification.

The State has conducted subsurface exploratory operations on the project as indicated on the plans. Logs of these explorations are available for inspection from the engineer designated to show the project to interested parties. The State Highway Commission makes no representation that the nature of the material to be excavated will be as indicated by these explorations and the State Highway Commission will not be liable to the contractor in any manner in case materials of a kind, class, nature, character or condition not indicated by these explorations are encountered.

CONTRACT CLAUSES

Special Provisions - page 7

The compaction of earth, gravel, or fine rock embankment, and filling material shall be so performed that the density of the compacted materials, when compared to the same material tested for maximum density by the Standard Laboratory Method of Tests for Compaction and Density of Soil (Current A.A.S.H.O. Designation T-99) shall not be less than 95% of maximum density.

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FORM 530

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem Office
May 21, 1956

SUBJECT: Natt McDougall Company
vs.
State Highway Commission
Case No. 41131
Our File No. L-2189
Low Pass Section
Siuslaw Highway

To: Mr. R. H. Baldock
State Highway Engineer
Office

Returned herewith is a letter from Pacific Builder and Engineer Inc., dated March 12, 1956, wherein they request certain information concerning the above reference case and Mr. Lindas' reply to the assistant editor of this publication.

I apologize for not submitting the draft of this reply to you for your review and execution rather than sending it out ourselves. I don't like to give or receive excuses, and the only explanation I have is that I apparently did not understand that you were merely asking questions rather than sending this letter to me to handle, although I should have so understood.

CW Enfield
C. W. ENFIELD
Chief Counsel

CWE/bdr

NOTED
State Highway Engineer

RECEIVED
MAY 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

March 29, 1956

Mr. Paul Nelson
Assistant Editor
Pacific Builder and Engineer, Inc.
241[illegible] Third Avenue
Seattle, 1, Washington

Re: Natt McDougall Company
vs.
State of Oregon
Case No. 41131
Our file: L-2189
Low Pass Section
Siuslaw Highway

Dear Mr. Nelson:

Your letter of March 12th, directed to Mr. R. H. Baldock, has been referred to me for reply.

The case to which you refer was tried by the writer and Mr. Charles Peterson, of our staff.

The case involved an interpretation of the Changed Conditions clause contained in our Highway Construction Contract. The Natt McDougall Company sued the Department for the sum of $274,000. The basis of the action was that the material they encountered constituted an unknown condition of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, and were subsurface and latent conditions materially differing from those indicated in the specifications or shown on the drawings.

The area of the construction in question went through a ridge in the Coast Range mountains that necessitated a cut of 190'. They alleged that the hard sandstone and shale that was encountered differed materially from our plans as follows:

Our plans indicated a shrink factor of 5½%
The slope designed was for a 1 to 1 slope.

They urged that both of these indications on the plans told them that the material to be removed was of such a nature that it could be removed by ordinary earth moving equipment without the necessity of blasting, when in fact they were required to systematically blast 70% of the cut.

They also alleged and urged that the test boring log did not indicate the material to be removed was such that would necessitate systematic blasting.

In the trial of the case a complete scale model of the cut was made by this department showing the area in question as it appeared prior to the construction of the road and as it appeared subsequent to the construction of the road, the model being so constructed that the portion excavated could be lifted from the model.

The model played an important part in the trial because it made it possible for the jury at all times to have a view of the particular area in question, this notwithstanding the fact that the jury was taken to view the area prior to the introduction of evidence.

Additionally, models of Tourn-a-pulls, Tourn-a-rockers, dozers, shovels, Euclids and photos of wagon drills and other pieces of earth moving equipment were introduced into evidence for the jury's edification, all of which were helpful in explaining the oral evidence given.

The trial lasted a period of 13 days, and by having the model displayed before the jury throughout the trial, they were able to orient the testimony being given by the various engineers and geologists who appeared as witnesses. The witnesses, of course, used the model freely in testifying to the particular matters for which they were called.

The action concluded with the jury finding for the plaintiff and awarding them the sum of $148,000.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

LEONARD I. LINDAS
Chief, Trial Section

LIL:ap

REFERRED
TO [illegible]
FOR Reply

MAin 0285

PACIFIC BUILDER AND ENGINEER Inc.

"HEAVY" CONSTRUCTION JOURNAL OF THE SIX FAR NORTHWEST STATES AND ALASKA

Established 1902

Serving Oregon, Washington, Idaho
Montana, Utah, Wyoming and Alaska
2418 THIRD AVENUE
SEATTLE 1, WASHINGTON

March 12, 1956

R. H. Baldock
Oregon State Highway Engineer
Salem, Ore.

Dear Mr. Baldock:

We were interested in a clipping, from a Salem paper, about the suit of Natt McDougall Company against your department in relation to that firm's contract on the Siuslaw highway. The clipping showed the exhibits of a model of the road that was involved in the suit and also of various pieces of road building equipment.

It is not usually in our province to report the details of this sort of litigation but the use of the models at the trial is unique. We will be grateful if you will give us:

(1) A description of the various models that were presented at the trial, and who made them.

(2) What part the models played in the trial.

(3) The results of the suit.

With thanks for your attention to this inquiry,

Sincerely yours,

Paul Nelson

Paul Nelson
Assistant Editor

PN/js

REFERRED TO
Enfield
By State Highway Engineer
what about this?

REFERRED TO
Enfield
By State Highway Engineer
I would have preferred to answer this myself. I merely asked you some questions before I did so.

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APR 24 1956
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BF-18131
No 3754

FORM E-121

COMMISSIONERS
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CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 23, 1956

Oregon State Highway Commission

Re: Abandonment of appeal in
Matt McDougall Company vs.
State of Oregon
L-2189
Low Pass Section of the
Siuslaw Highway

Gentlemen:

Enclosed herewith is a new page 2 to be inserted in my letter to you dated April 19, 1956, for the purpose of correcting that letter to eliminate reference to the State's anticipation that there was approximately twenty per cent hard rock in the Big Cut.

Very truly yours,

C. W. ENFIELD
Chief Counsel

CWE:aj
Enc.
cc - R. H. Baldock

FORM [illegible] REVISED [illegible]

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W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

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April 19, 1956

Oregon State Highway Commission

Re: Abandonment of appeal in
Natt McDougall Company vs.
State of Oregon
L-2189
Low Pass Section of the
Sisulaw Highway

Gentlemen:

Subsequent to the trial of the above-entitled case in the circuit court, we filed a Notice of Appeal of this case to the Supreme Court, and have carefully reviewed the transcript of testimony in preparing a draft of a Bill of Exceptions, and as time has permitted we have searched the law with respect to errors in law made by the trial court that will be the basis of our appeal.

Enclosed herewith is a copy of a letter dated March 14, 1956, from Mr. Charles Peterson wherein he analyzes the evidence introduced in the trial court, and a copy of a letter dated April 13, 1956, from Mr. Peterson wherein he analyzes the law applicable to the errors we allege to be the principal basis of our appeal. It is the conclusion of Mr. Lindas and Mr. Peterson, with which I agree, that under the facts of this case even should the court find that technical errors of law have been committed by the trial court that the chance of a reversal by the Supreme Court is exceedingly remote, and we recommend that our appeal be dismissed.

No purpose would be served in my restating the facts and the law as set forth in Mr. Peterson's two letters; however, to resolve the issues down to their simplest form, it was our position and we urged throughout the entire trial in the lower court that merely because the contractor found more hard rock in the Big Cut than was anticipated by both him and the State that such did not constitute a changed condition within the meaning of paragraph 8-11 of our contract, which provision reads as follows:

> "Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the

> specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed. The engineer shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ, the contract may be modified by the engineer to provide for any increase or decrease of costs and/or difference in time resulting from such conditions." (Underscoring added.)

The evidence shows that the contractor anticipated finding approximately twenty per cent hard rock in the Big Cut (which is not inconsistent with our own anticipation); whereas, in fact he found seventy per cent hard rock. The jury determined as a question of fact that this constituted a changed condition within the provisions of paragraph 8-11. This question of fact has been adjudicated in the trial in the lower court, and since there was evidence to support the jury's verdict the Supreme Court cannot retry the facts, and cannot make any different finding in so far as the factual question is concerned; thus, it has already conclusively determined in the appeal of this case that a changed condition did exist within the meaning of our contract provision.

The only case law concerning contract provisions similar to our paragraph 8-11 are limited to contracts of the Federal Government tried in the United States Courts of Claims, and one isolated case involving the State of Pennsylvania. In all of these decisions the courts have construed the "changed condition" provision most liberally, and a few of the changed conditions that these courts have found to be within such a provision as our paragraph 8-11 are as follows:

> Overburden which contained buried logs, timbers, boulders and loose rock not indicated on plans and specifications.
>
> Muddy material in a borrow pit.
>
> Mucky soil
>
> Frozen ground (contractor required to commence work earlier than planned).

Fifty per cent hardpan, where plans and specifications indicated sand, clay and some hardpan.

Water in a ditch to be excavated.

Higher water table than anticipated.

Thus on the basis of the liberal construction of these other courts, it appears that the jury may not have been out of line in light of the factual situation.

Our appeal to the Supreme Court can only be based upon errors of law made by the trial court. Most of what we consider to be errors of law committed by the trial court are technical in nature, and may well be considered by the Supreme Court to be minor in consequence in light of the facts, and probably are not sufficiently prejudicial for the Supreme Court to remand this case for a new trial. It has been our opinion that the appeal in this case would be primarily based upon the lower court's ruling that written notice was not a condition precedent to the applicability of paragraph 8-11 thereby permitting the contractor to recover for his additional cost. We urged at the time of trial that the contractor should not be permitted to recover for any additional cost that occurred prior to giving of written notice, because of the provisions of paragraph 5-9 of our contract which reads as follows:

> "Wherever in these specifications the contractor is required to notify the engineer concerning the progress of the work, or concerning any complaint which he may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the engineer or his representative in person, or mailed to the office of the engineer."

By referring to paragraph 8-11 you will find that the term "notify" is not used, but rather 8-11 requires that "attention of the engineer shall be called", and further does not require even the attention of the engineer to be called if "the engineer discover" such condition. The Supreme Court could easily interpret paragraph 8-11 as not to require a written notice even if paragraph 5-9 were applicable, and, furthermore, the factual situation is such that the Supreme Court could easily hold that the engineer had discovered the condition, and, therefore, no notice was required. Of course it was our position throughout the trial in the lower court that no changed condition existed; therefore, there was nothing for the engineer to discover, but this factual issue has now been determined by the jury that the additional quantities of rock constitute a changed condition, which, of course, we did discover although we did not recognize it as such. As Mr. Peterson has pointed out the common law only requires reasonable compliance with a provision of notice, and the court might easily hold that we have waived any requirement for written notice by our own actions. Much of the contractor's proof concerning this aspect of the case pertains to actions and statements made by Mr. Clymer which we were unable to rebut by reason of Mr. Clymer's death.

We are most cognizant of the desirability of securing a reversal in the Supreme Court if possible, thereby providing an opportunity to retry this case in the hope of convincing a different jury that there was no changed condition within the meaning of our contract; however, the probability of securing a reversal on a technical error of law, which the Supreme Court would have great difficulty in finding to be prejudicial in light of the facts of the case, is extremely remote. I believe it would be far more detrimental to the Highway Commission for the facts of this case to be spread upon the courts' reports, and thereby distributed to the entire bar of the State and awaken attorneys to ingenuous new theories of actions against the State of Oregon than would be the failure to appeal from the circuit court judgment. The Highway Commission differs from the usual client who is interested only in the outcome of a single case, for whatever law is made in the appeal of this case, regardless of how onerous or burdersome it may be to the Commission, will govern the Commission's future contract activities; whereas, the circuit court judgment does not constitute a precedent binding upon any other court.

The interpretation of paragraph 8-11 in the appeal of this case would be a matter of first impression by our Supreme Court, and in the absence of prior decisions of this court it is reasonably expected that our Supreme Court would follow the liberal interpretation of the Federal Court of Claims and the Pennsylvania Supreme Court. It is my personal opinion that the making of a claim under this changed condition provision was an afterthought of the contractor after he realized the additional cost that he was encountering, and that such an assumption of risks should be cast upon the contractor as an incident of the contracting business. However, we created this right of recovery for the contractor by inserting paragraph 8-11 in our contract, the consequences of which we may dislike.

In weighing the disadvantages to the State resulting from the failure to take an appeal from the lower court as compared with the probability of the Supreme Court sustaining the lower court, it is my opinion that it is far more desirable to abandon the appeal than to proceed with the same. After carefully studying all the aspects of both the facts and law of this case as it stands on appeal, it is my recommendation that you authorize me to dismiss the appeal. This matter will not be placed upon the agenda for the April meeting of the Commission; however, I will appreciate your giving this matter serious consideration so that I may be advised of your wishes sometime during the April Commission meeting.

For whatever little consolation it may be, the verdict was $148,556.79; whereas, the least amount that the plaintiffs ever offered to settle for prior to trial was $175,000.00.

Very truly yours,

C. W. ENFIELD
Chief Counsel

CWE:aj
cc - Mr. R. H. Baldock
Mr. Leonard Lindas
Mr. Charles Peterson

RECEIVED
APR 20 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 23 1956
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FORM 830—50M—2-55—82986

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1956

SUBJECT: Natt McDougall Company
vs.
State of Oregon
L-2189
Low Pass Section of the
Siuslaw Highway

To: Mr. R. H. Baldock
State Highway Engineer
Office

I anticipate that this letter will probably raise the legal staff to hitherto unattainable heights of unpopularity; however, after long and studious study on the part of Mr. Lindas and Mr. Peterson and careful consideration by myself, I recommend that the appeal in the above-entitled case be dismissed. Before bringing this matter to the attention of the Highway Commission for their consideration at the next Commission meeting, I am desirous of giving you the reasons for this decision so that you may be fully advised concerning this matter.

Enclosed herewith is a copy of a letter from Mr. Peterson, dated March 14, 1956, pertaining to the evidence adduced in the trial, and a copy of a letter from Mr. Peterson, dated April 13, 1956, concerning the law that we will be faced with upon appeal.

No purpose would be served in my attempting to restate the facts or the law as set forth in Mr. Peterson's two letters. Mr. Lindas and I have carefully reviewed all of the material contained in Mr. Peterson's letters, and we concur generally with his conclusions.

To resolve the issues down to simplicity the jury in the trial court was called upon to determine whether or not the facts came within the provisions of 8-11 of the contract, which provision reads as follows:

> "Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed. The engineer shall thereupon promptly investigate the conditions, and if he finds that they do so materially

> differ, the contract may be modified by the engineer to provide for any increase or decrease of cost and/or difference in time resulting from such conditions."

It was, of course, our position in the trial court that the contractor found merely more hard rock than was anticipated, and that this did not constitute a changed condition. You will recall that it was the testimony in this case that the contractor anticipated finding twenty per cent hard rock in the cut; whereas, in fact, he found seventy per cent hard rock. The jury determined as a question of fact that there was a changed condition within the provisions of paragraph 8-11.

This question of fact has been adjudicated, and since there was evidence to support the jury's verdict the supreme court cannot look behind this finding of fact, and cannot make any different finding; therefore, as far as the case on appeal is concerned it has already been conclusively determined that a changed condition existed within the meaning of paragraph 8-11.

An appeal to the supreme court can only be based upon errors of law made by the trial court. Since the trial, a careful review of the transcript of testimony, in the preparation of a Bill of Exceptions, and a search of the law, in preparation of a draft of a Brief, has resulted in our conclusion that there was no error of law committed by the trial court sufficiently prejudicial to insure a reversal by the supreme court.

Most of what, in our opinion, are errors of law committed by the trial court are technical in nature and minor in consequence in light of the factual situation, and probably are not sufficiently prejudicial for the supreme court to remand this case for a new trial. It has been our view that the appeal in this case would be based primarily upon the court's ruling that written notice is not a condition precedent to the applicability of paragraph 8-11. You will recall that we urged at the time of trial that the contractor should not be able to recover for any additional costs that occurred prior to giving of written notice, because of the provisions of paragraph 5-9 which reads as follows:

> "Wherever in these specifications the contractor is required to notify the engineer concerning the progress of the work, or concerning any complaint which he may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the engineer or his representative in person, or mailed to the office of the engineer."

By referring to paragraph 8-11 you will find that the term "notify" is not used, but rather 8-11 requires that "attention of the engineer shall be called". The supreme court could interpret paragraph 8-11 not to require written notice even if paragraph 5-9 were applicable, and, furthermore, the factual situation is such that the supreme court could logically find that the engineer had discovered the condition, and, therefore, no notice was required. Furthermore, as Mr. Peterson has pointed out, the common law only requires reasonable compliance with a provision of notice, and the court could easily hold that we have waived any requirement for written notice by our own actions. Of course the contractor's proof as to much of this aspect of the case pertains to actions and statements made by Mr. Clymer, which we cannot rebut.

We fully recognize the desirability of securing a reversal in the supreme court, if possible, thereby having an opportunity to retry this case in the hope of convincing another jury that there was no changed condition within the meaning of paragraph 8-11; however, the possibility of securing a reversal on a technical error of law, which the supreme court would have great difficult in finding to be prejudicial in light of the facts of the case, is extremely remote. I believe it would be far more detrimental to the Highway Commission for the facts of this case to be spread upon the court's reports, and, thereby, distributed to the entire bar of the State and awaken attorneys to new theories of actions against the State of Oregon, than would be the failure to appeal from the circuit court judgment. The Highway Commission differs from the usual client, who is interested only in the outcome of a single case, for whatever law is made in the appeal of this case, regardless of how onerous it may be to the Commission, will govern the Commission's future activities; whereas, the circuit court judgment does not constitute a precedent binding upon the Commission.

Searching the law in preparation for this appeal we find that case decisions concerning contract provisions similar to our paragraph 8-11 are limited to contracts of the Federal Government and one isolated case involving the State of Pennsylvania. In all of these decisions the courts have construed the "changed condition" provision most liberally, and a few of the changed conditions that the courts have found to be within such a provision as our paragraph 8-11 are as follows:

> Overburden which contained buried logs, timbers, boulders and loose rock not indicated on plans and specifications.
>
> Muddy material in a borrow pit.
>
> Mucky soil.
>
> Frozen ground (contractor required to commence work earlier than anticipated).

Fifty per cent hardpan, where plans and specifications indicated sand, clay and some hardpan.

Water in ditch to be excavated.

Higher water table than anticipated.

The interpretation of paragraph 8-11 in the appeal of this case would be a matter of first impression by our supreme court, and in the absence of prior decisions of this court it is expected that our supreme court would follow the liberal interpretation of the Federal Court of Claims and the Pennsylvania Supreme Court. Even if the supreme court should reverse this case because of a technical legal error, it would, of course, be remanded for retrial, and again the determination of whether or not there was a changed condition within the meaning of paragraph 8-11 would be a question of fact for determination by another jury, which jury might well arrive at the same conclusion as the jury in the original trial.

I plan to write to the Commission within the next day or two concerning this matter, and if you would like to discuss it in advance of my writing the Commission, Mr. Lindas, Mr. Peterson and I will be glad to confer with you at your convenience. For whatever consolation it may be, the verdict was $148,556.79, which is less than the sum of $175,000.00 which is the least sum that the plaintiff ever offered to settle for.

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:aj
Enc. (2)

FORM E-20 20M 9-51 58310

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1956

SUBJECT: Natt McDougall Company
vs.
State of Oregon
Case No. 41131
Our file: L-2189
Low Pass Section
Siuslaw Highway

To: Mr. C. W. Enfield
Chief Counsel
Office

Mr. Leonard I. Lindas
Chief, Trial Section
Office

Since my recent letter reviewing pertinent aspects of the evidence and advising against appeal of the judgment in the above action, Mr. Lindas has directed that I review the citations on the law collated by him.

As stated in my prior letter it appears that the matter of notice makes up the only ground of appeal on which prejudicial error stands even a hope of being successfully predicated. As previously mentioned that chance is not at all good in view of the strong factual aspects alluded to in my letter.

A decision not to prosecute the appeal would not indicate capitulation by this office to the trial court's view of the law contained in its instructions to the jury. We can still believe--and again contend, should the occasion arise in other cases--that encountering more rock than was anticipated by the contractor is not an unusual condition. Failure to appeal because of adverse facts does not indicate acquiescence with the adverse law invoked by the judge before whom the facts were tried. My reasoning is based upon the premise that the facts developed at the trial simply do not place us in a position before the Supreme Court where it could be successfully urged that Section 8-11 is inoperative as applied to Mr. McDougall--and that is the essence of our position.

It appears that 8-11 was inserted in our form contract at or about 1940. I take it that when that clause was made a part of the contract it was simply inserted without any change or deletion of existing clauses relating to matters covered by the new clause 8-11.

Before considering decisions relating more directly to provisions such as 8-11 it may be well to first observe comments found in 66 A.L.R. (Anno.--Building Contract--Alterations and Extras.) As it concerns public contracts, the editor says at page 692:

> "The pages which follow establish beyond any doubt that, in the absence of statute, a government or municipality may, when acting through its proper officers or representatives, waive or agree to the modification of such a stipulation. It is to be borne in mind, however, that a government can act only through its representatives, and that, in addition to the acts necessary to effect a waiver, the

> authority of the representative must be considered in determining whether, in any given case, the provision has been waived or otherwise avoided."

And on page 701 of the same article the editor comments:

> "Stipulations such as those described in the title of the present annotation, requiring that any alterations or extras be ordered in writing, are universally held to be valid (subd. II. a, supra). Yet it is also well settled that such a stipulation may be waived or derogated by the parties (subds. V. a. et seq. supra). No writing is necessary in order to avoid the stipulation, and it may be waived or superseded by subsequent oral transactions between the parties; and such transactions may be proved by parol evidence (ibid.). But the provision will control unless it is clearly waived (subd. II. b, supra), and the proof of such waiver must be clear and convincing (subd. V. a, supra)."

Let us now consider a number of decisions, most of which are decided under Article 4 in federal contracts. Article 4 is virtually identical with clause 8-11 in our contract. It would be well to keep in mind at all times the applicable facts coming out as evidence at the McDougall trial and set out in my prior letter.

Shepherd v. United States, 113 F. Supp 648. The contractor encountered wet materials which he claimed constituted an unknown condition of an unusual nature. He did not notify of intent to make a claim. The court held it was NOT NECESSARY TO DO THIS AT THE TIME HE CALLED ATTENTION OF THE CONDITION TO THE RESIDENT ENGINEER; that when he told the United Stats that he had encountered conditions that were in fact different from what he had a right to expect, he had done all the contract required of him at the time. It seems apropos to set out notes of Mr. Lindas on this case as follows:

Shepherd v US
113 F Supp 648

Plaintiff never notified contracting officer of intention to make claim.
(Contractor had asked Resident Engineer when conditions encountered,
(if should shut down. Wet materials encountered)

> "Court held not necessary to do this when Engrs. Attention called to conditions, as provided for in Art 4.
>
> "Until Contracting officer ruled on question as to whether conditions encountered materially differed from plans, it was not necessary to make claim.
>
> "Plaintiff did go farther in this case—He made several trips to talk to the contracting officer concerning equitable relief.
>
> "Contracting officer intended to investigate the conditions and left the impression he would do so, but never did.

> "Not necessary, therefore, to make claim at time conditions were called to the attention of the engineer.
>
> "Contract imposed a duty upon contracting officer to determine whether conditions were in fact materially different from plans.
>
> "The DUTY of DETERMINATION WAS CAST UPON THE CONTRACTING OFFICER WHEN HE BECAME AWARE OF THE CONDITIONS, HOWEVER HIS ATTENTION WAS DIRECTED TO THEM.
>
> "Since no determination was made, plaintiff is not precluded from calling on this court to do so.
>
> "Wet material unforeseen by both parties and differed materially from drawings, specs and borings.
>
> "One which could not have reasonably been anticipated from a study of the drawings, borings and examination of site.
>
> "150,000 yds of material was in a semi liquid or soupy state."

~~Johnson Corp v. Commonwealth~~
~~60 NE 364 ('45--Mass)~~

~~Although an allowance is made for the weathering of the sides of a shovel cut, it would seem that one could readily discover the exact nature and actual condition of the subsoil.~~

A glance at the evidence indicates conclusively that we were at all times cognizant of the conditions. The resident engineer testified that he knew of the condition "from the beginning." He further testified that it was common conversation between himself and his superiors that McDougall "was having an awfully rough show, as we stated it." The division engineer testified that as early as May 1 he was considering a use of the rock thus found in the cut. These facts doubtless would be considered by the Supreme Court in connection with the significant mention in the above Shepherd case that

> "The duty of determination was cast upon the contracting officer when he became aware of the conditions, HOWEVER HIS ATTENTION WAS DIRECTED TO THEM."

Loftis v. United States, 76 F. Supp 816 (1948). Loftis claimed an unknown condition of an unusual nature was encountered (high water table). The United States urged that section of its contract specifying that the bid was an unclassified job and that Loftis had to remove whatever was encountered whether the condition found was unusual or not. The court said that to so hold would cancel out Article 4, and THAT ARTICLE 4 WAS TO PREVAIL IF IN FACT THE TWO SECTIONS WERE INCONSISTENT.

The last above-mentioned point was just what Judge Sloper told the jury in the McDougall case--that where sections of our contract were inconsistent with 8-11, the latter section should prevail.

United States v. Callahan Walker Constr. Co., 317 US 56. The court in that case recognized Article 4 as a remedial and equitable adjustment provision, and said that what constituted an equitable adjustment was a question of fact. This was the premise on which Judge Sloper sent the McDougall case to the jury.

P. Sanford Ross Inc., v. United States, 50 Ct. Cls. 172. There the court held that it is an equally well settled rule that all parts of the contract will be construed in such a way as to give force and validity to all of them and to all the language used when that is possible.

To the same effect was the case of N. J. Foundry & Mach Co. v. United States, 44 Ct. Cls. 570-580.

The following three cases are inserted at random as relating more particularly to our well driller's log.

Hersey Gravel Co. v. State, 9 N.W.2d 567 (Mich) Court found that the information contained in the plans and definitions in the soil handbook, which was in possession of the highway department and available to the contractor for reference, did not actually correspond with the subsoil conditions actually encountered.

Knapp v. State, 18 N.W.2d 421 (Mich) There the court held that the state neglected to furnish bidders all the information they had in their possession and the information supplied was of such a nature that only a highly trained expert in soils engineering would have placed the interpretation thereon that the defendants claim they were entitled to. The court further held that there was a clear legal duty on the state to furnish all the available information on this subject in the form and manner that would apprise prospective bidders of the nature of the difficulties to be encountered and in terms readily understood by the average road contractor.

Funk v. School District, 184 A. 659 (Pa 36) Borings were inaccurate and the court held recovery could be had under the equitable adjustment clause.

By way of comment on the last mentioned decision (Funk) where the equitable adjustment clause was applied, it is suggested: Under the evidence now at hand, would anyone seriously contend that our test boring told us what would be encountered? In the first instance it seems that the hole was not made for the purpose of informing us of the rock content of the hogback (whether digable or not). Also, the Division Engineer, upon viewing the cut on or about May 1 considered the use of rock thus found in the stead of rock planned to come from the Horton quarry. To put it another way: Do we claim the test boring findings disclose that much of the rock had to be blasted? If so, should that not have indicated to us that in all likelihood such rock could be used in the roadbed instead of taking rock from the Horton quarry? There are indubitably other engineering considerations that would enter into the decision at the time it was made, but what I am trying to point out is how the situation shapes up on the evidence in the record. And it is the record which will be considered by the Supreme Court. We can only assume that the jury found that our test boring report was "inaccurate" as the word was used in the above-noted Funk case. And in the Funk case the equitable adjustment clause was applied.

Along the same vein is the case of Ruff Co. v. United States, 96

Ct. Cls. 148. There it appears that the pits showed all soil to be yellow clay and that no rock was encountered, and that the "nearest rock outcrop two blocks west of site." The court said:

> "It seems to us that the purpose of giving this information to bidders was to induce them to bid upon the assumption that the material to be excavated was, on the whole, no more solid than yellow clay."

The Ruff case is not unlike our situation set up by the log of our well driller. The only semblance of rock found by the well driller is what he termed "bisalt" (sic). There was no basalt in the cut. Of course the report of the well driller was amended by interpretations of a geologist, which apparently carried little weight with the jury.

The Oregon decision of Hoskins v. Powder Land & Irr. Co., 90 Or. 217 (1918) is indicative of the court's thinking on the matter of notice. Syllabus 2 well states the point as follows:

> "A contractor cannot recover for extra work done under a contract providing that no extra work should be done except upon written directions given by a certain person, unless such written directions were given, or it is shown that such condition was waived."

Also along the same thinking is the case of United Brokers Co. v. Southern Pacific Co., 86 Or. 607 (1917). On the matter of notice syllabus 3 is quoted:

> "A stipulation as to notice of a claim for injury to goods while being transported by a common carrier should be given a REASONABLE CONSTRUCTION, and a SUBSTANTIAL COMPLIANCE therewith is all that is required, in view of the object of the requirement of notice."

The case of Maurice H. Sobel etc. v. The United States, 88 C. Cls. 149 (1938) involved a situation where unknown soil conditions were encountered. The court says:

> "Where soil conditions, unknown when the contract was made, rendered it necessary to change the character of the foundations, which delayed the work, it is held that this was not such a change as was contemplated by the contract, and the plaintiff is entitled to recover for incidental costs and damages resulting from the delay occasioned, although the contract price was increased to cover the increased cost of construction of the foundations and the time limit for completion of the contract was extended."

The case of Peter Kiewit Sons Co. v. United States, 74 F. Supp 165 is somewhat analogous to our situation. Involved was a contract for excavation-grading under an unclassified bid set-up. The facts are adequately set forth in quotes from the decision to follow. Action was brought under Article 4, which as stated is about the same as our section 8-11. The Government demurred to the complaint and

> "urged that the plaintiffs agreed to do the work at the BID UNIT PRICE, regardless of what the quantities of the different types of excavation turned out to be."

That is to say, the defendant stood on another provision in its contract (similar to ours) that amounts of excavation that may be shown in the plans and specifications were estimates only and not to be relied upon by the bidder.

The Federal Court says:

> "(1) We think that the petition states a valid ground of recovery. It alleges that both the Government and the plaintiffs entered into the contract in the belief that the amounts of the different types of excavation were approximately as estimated. If they did so, the contract was not intended by the Government to be speculative, as the War Department Board of Contract Appeals said, but was perfectly capable of being computed and bid conservatively. It was obvious that, a composite bid being required, a great variation in the proportion of the different types of excavation would be ruinous to the contractor, or would cause the Government to pay far more than the work was worth. We have no reason to suppose that the Government intends to make its contracts on any such irrational basis. If, as alleged, the parties believed that the estimated proportions of the different kinds of excavation would prove out in the performance, it would appear that they would not have made the contract which they did make except for their mistake as to the facts. Such a mistake calls for a reformation, in equity, of the contract.
>
> "(2) The Government relies heavily upon the provision in Section 1.05 of the specifications, which we have quoted above. This section is found in many Government contracts, and it means that estimates made in invitations for bids for contracts which are to be paid for on a unit price basis are only estimates and not guaranteed amounts. But it certainly does not mean that Article 4 of the contract which promises a modification of the contract to conform to unforeseen subsurface or latent conditions, 'or unknown conditions of an unusual nature, differing materially from those ordinarily encountered * * *' is to be canceled out of the contract. Neither does it mean that all considerations of equity and justice are to be disregarded, and that a contract to do a useful job for the Government is to be turned into a gambling transaction."

Mr. Lindas and this writer tried the McDougall case on the same premise as did the government attorneys in the Kiewit case. We insisted that 8-11 was not applicable. We resisted the reception of every item of evidence that tended to place McDougall under the operation of 8-11--a resistance that was uniformly and consistently without success in the trial court.

Can we hope for any better success before the Supreme Court? It is my considered opinion that under the factual set up as shown in part by my prior letter our chances of gaining a reversal are remote indeed. It will be remembered that an advocate seeking to convince the Supreme Court of the rightness of his cause and the correctness of his law must have in his favor a modicum of equitable facts, and more importantly, must have some law. As Mr. Lindas indicates in his research, decisions passing on such provision as 8-11 are almost wholly those of the federal courts. As is shown above, a liberal interpretation of this type of remedial clause is the order of the day.

CHARLES PETERSON
Assistant Attorney

CP:ap

Mr. C. W. Enfield
Chief Counsel
Office

Mr. Leonard I. Lindas
Chief, Trial Section
Office

Re: Natt McDougall Company
vs.
State Highway Commission
L-2189

Gentlemen:

I do not advise appeal from the judgment in the above action.

Pursuant to direction that a Bill of Exceptions be prepared, I have examined the transcript of the proceedings. I am of the firm belief that an appeal will not only be fruitless, but, also, that it will result in spreading on the record for the entire bar and public of Oregon to see rules of law not at all desirable or helpful to the State Highway Commission. Moreover, the attendant unfavorable publicity could well have an incalculably deleterious influence on the affairs of the State Highway Commission and its ever-widening program - legislatively and otherwise.

The foregoing conclusion may seem astonishing in view of the fact that I am not familiar with the decisions anent the points of law covering the contemplated assignments of error. Mr. Leonard Lindas prepared the law side of the case.

It is the unfavorable factual setup that motivates this letter. During trial at the close of the day the Court admitted, over objection, testimony of our own low estimate. I advised Mr. Baldock, at his office, that I considered such testimony as a "body blow" to our chances. After verdict I further advised Mr. Baldock that the Supreme Court could well take the "factual approach" and "work back" from there; that is to say, resolve every intendment on the various claimed trial errors toward a recovery for the plaintiff.

Let us now carry out the theme and re-examine the facts developed at the trial. In doing so it must be kept in mind at all times that I am not necessarily weighing our rebuttal testimony on the various points against that of the plaintiff, for that has already been done by the jury. And, its finding most certainly will be accepted by the Supreme Court unless that body can be convinced of an overwhelming injustice to the State of Oregon based on one or more of the asserted errata.

At the outset no one disputes the hard fact that Mr. McDougall lost a great deal of money on the job. He claims about $274,000.00 additional costs (including profit). We offered no testimony that he did not incur a huge added outlay. We offered no testimony that the extra costs were not reasonable in and of themselves - only that his methods of operation were wrong. Thus, the jury apparently reasoned that as a basic premise everyone conceded that McDougall was out of pocket a substantial sum of money. The Supreme Court could not possibly start with any other basic proposition.

ESTIMATE OF STATE

Testimony of our estimate was admitted over objection. Unless we have some very respectable authority that the admission of our estimate (and estimates) was so wholly irrelevant as to constitute a prejudicial error, then this fact of itself would go far to demerit us before the Supreme Court. McDougall's theme on this point is that "the State itself was fooled". Pitted against that is our theory that what the State estimated is not an issue, and that our estimate is not a bid against that of the contractor and that he is "on his own" without benefit of § 8-11.

Mr. Edwards figured about 15% diggable and 85% to be shot. He set up a detailed estimate about June, 1952 ($716,924.50). He thinks this was revised about four days prior to letting, but apparently kept no notes of his revision. (Tr. 914-925) Mr. Smith approved the estimate of Mr. Edwards, subject as he testified to analysis of the cost estimate. Mr. Smith testified that the estimate of Mr. Edwards was a prudent estimate. (Tr. 1026-1028) Mr. Williams testified that a revised estimate had been furnished the Bureau of Public Roads of $790,000.00, but admitted that the figure included about $100,000.00 in engineering costs. It seems that figures showing a breakdown of that estimate were not kept - or not available. (Tr. 1040-1050) Mr. Baldock testified that $741,000.00 was an adequate estimate.

In the face of our $741,000.00 estimate, Mr. Williams, as an adverse witness for McDougall, was required to testify that our department studied the job for six months to a year prior to setting up the estimate. First, a reconnaissance engineeer with at least one person ; next, the locating engineer with his crew (several months); then came the division engineer and resident engineer and his crew. Also during this period the cost estimating engineer went over the terrain; in this instance Mr. Williams himself examined the project. However irrelevant all of such testimony may or may not be, the Supreme Court sans some very excellent authority it could hardly ignore, will most certainly resolve any question in favor of the contractor. Upon argument what "fun" members of the Court could have questioning the advocate under such a line-up of facts:

> We acknowledge that plaintiff is out of pocket a great deal of money;
>
> We study and examine the terrain for six months to a year, including forty days of geologic exploration with the aid of a well driller and our geology department;
>
> We then advise the Highway Commission that $741,000.00 will do the job;

> We now admit that the actual cost was, in fact, much more than the $753,000.00 bid by Mr. McDougall, but assert that -
>
> It is an injustice to the State of Oregon to pay him any more money -
>
> On the legal principle that he is bound by a contract which contains a remedial provision not however, applicable to his situation.

Yes, should the Supreme Court adopt McDougall's theory the writer of the opinion could well have a field day lampooning the Highway Commission on the very record before it.

SLOPE CHANGE

During construction we permitted a change of slope from 1 to 1 to ½ to 1. For this action we received from Mr. McDougall the "back of his hand", not only in his pleadings but on the testimony. It is questionable whether our position was bettered by a showing that steepening the slopes was a mistake because of subsequent ravelling of the ½ to 1 slopes. What consideration the jury gave to this aspect is, of course, problematical. The Supreme Court could conceivably observe that we changed the contract involving 25,000 to 30,000 yards of rock on the one hand, and question our refusal to relieve the contractor under a provision ready-made in the contract itself on the ground that still other provisions of the contract in this situation make § 8-11 inoperative.

SHRINK and SWELL

Over objection, much testimony was adduced on the matter of shrink and swell. It was our contention that quantities in the plans were not within the purview of the reference to change of plans in 8-11. Here again we take the position that other provisions of the contract negate any such application of 8-11. Out of the welter of testimony on this subject, it was disclosed that about 20,000 yards of embankment material was obtained from slides occurring on the old adjacent highway; that about 16,000 yards of material went into a fill at or near station 95 not included in the original plans; that our fills were widened beyond the contract specification from 7' to 60' throughout the project. Mr. McDougall's contention, adopted by the trial court, was that because our plans called for a slight shrink factor that was a representation to a prudent contractor that the material to be excavated was for the most part diggable with modern ordinary earth-moving equipment and would not require shooting. In other words, Mr. McDougall claims that our quantity estimates of excavation and embankment material, when reduced to a shrink or swell factor, is a representation that we have classified the material on an unclassified project.

SLOPE

Here again, over objection, testimony was permitted in an attempt to prove that the plans showing as they did a slope requirement of 1 to 1 was a representation that the material to be excavated was for the most part diggable, and that, therefore, the plans under § 8-11 were in error. Contentions of the parties on this point were virtually identical as those applying to shrink and swell; that is to say, Mr. McDougall asserting successfully before the trial court that he had a right to show the jury that a 1 to 1 slope called for in the plans indicated a classification of materials that did not require blasting; whereas, our position again was that other sections of the contract took his case out of the scope of 8-11 dealing with changed plans, or plans different than actual conditions encountered.

THE TEST BORING EVIDENCE

What of the well driller - his operations - his report - the first supplement of the geologist - the second supplement of the geologist - the publication and dissemination of the report to bidders? If ever there was bureaucratic deback this was it - the nadir of confusion and confoundment. Indeed, it is not too far amiss to observe that the boring was:

> Conceived in uncertainty;
> Born of ineptitude on a rock mountain the well driller insisted was nothing more than sand and clay;
> Nurtured for forty days in the quagmire of departmental futility and stupidity; and
> Finally sacrificed as a burnt offering upon the alter in the crucible of the legal furnace.

Let us see: The evidence of Mr. Edwards (Tr. 859) indicates that the only purpose of the test boring was for his preparation of the plans. He requested and directed that the test be made to inform him on the existence of slide material, and if there were materials which might be used for surfacing of the roadway. Mr. Scott thinks he, himself, selected the spot for the hole. Thus, the idea of a boring was conceived apparently without thought to the utlimate use to which the recorded results of the findings might be put.

Then the well driller and his crew (of one, I believe) went to work on the top of the summit cut. For forty days the well-drilling machinery was stationed atop of that rock hog-back. The evidence seems to indicate that about twenty days of that period was occupied in actual drilling. There was not a geologist in constant attendance. Mr. Scott called at the site, he thinks, three or four time during the forty days, and he believes that another geologist made a call or two. No samples were kept for future use. No samples were analyzed in a laboratory. The well driller bottomed at about 160 feet, and turned into the department for its permanent records what is termed, as I recall, a "Well-Driller's Log." I do not have before me his log, or the two logs as revised by Mr. Scott. However, the transcript indicates that the log of the well driller lists, showing varying depths for each item, sandy clay, bisalt (sic), grey chist, shale, blue fire clay and clay-sand (at the 160' level). The important and critical aspect of this permanent and misguided report is the total ABSENCE OF ANY REFERENCE TO nondiggable rock save only the reference to "bisalt" (sic). Of this latter designation Mr. Scott testified there is none in the area and, of course, no basalt was found in the cut. Thus, apparently without any liaison between the construction - engineering department and the well driller, between the well driller and the geologic department, or between any or either of them, the report of the well driller was permitted to be spread on the permanent records of the highway department. What then happened? Sometime subsequently and prior to the letting of bids, Mr. Scott made certain qualifying remarks upon the original log of the well driller. Still later, and prior to the letting, Mr. Scott made further and more elaborate explanation of the well-driller's log. It was this last log in typewritten form that was sent out from Salem to the resident engineer for distribution to the prospective bidders. It will be recalled that this final draft still set out the findings of the well driller in their original listing. The original draft of the well-driller's log became plaintiff's exhibit 59, and the first correction draft by Mr. Scott became plaintiff's exhibit 60, both over our objection.

When then followed? In the cauldron of the judicial fire, lawyers for the defendants were forced to struggle for several weeks up the steep hill to Calvary with the cross of the test-hole log upon their backs. Mr. Scott did a fine work on the witness stand in his attempt to bring order out of a morass of confusion and chaos - an effort much complicated with the broadax of a pretrial deposition hanging over his head. Be all that as it may, the trial court, in permitting the introduction of exhibits 59 and 60, was merely following the course it had adopted of permitting the plaintiff to show in every way possible that the Highway Department, itself, was in error. It is my considered opinion that it will not be easy to sell the Supreme Court on the idea that admission of exhibits 59 and 60 was such a monumental injustice to the State of Oregon as to be prejudicial error meriting a reversal of the judgment. The huge blown-up picture of the "third log" that is plaintiff's exhibit 5, showing in graphic detail the listings of the well driller (with attendant explanation by Mr. Scott) is a part of the record of this case. With this before it your writer humbly opines that the appellate court may seize upon the original report of the well driller and disregard as afterthoughts the written explanations of Mr. Scott as well as his testimony on the witness stand, which included pertinent parts of his pretrial deposition. And should that august body follow the course of the trial court, here again we will have spread upon the Supreme Court Reports a record of methods and departmental procedures not at all complimentary to the State Highway Commission.

NOTICE OF CLAIM

Failure of Mr. McDougall to give written notice until long after his discovery of the claimed "unusual conditions" is our strongest ground of prejudicial error. After reception of the letter of claim by Mr. McDougall, dated in August of 1954, the court permitted evidence of earlier conversations between Mr. McDougall and the late Mr. Clymer relative to negotiations for change order necessary for the use of the sandstone out of the Big Cut for subsurfacing, thus permitting the state to stockpile subsurfacing material to come from other sources. During argument in chambers on our objection to this evidence Mr. Linias ably says in part:

> "Now, he has made the notification in writing, and I think he is bound by that notification. Any conversations he may have had with any of the officials prior to that time I don't think come within the terms of this contract, and

any conversations he had concerning the Big Cut are not competent nor relavent nor material in this particular instance, because the contract speaks for itself. He is doing this work under the contract. The contract provides that when a notice is to be given to the engineer, it must be given in writing. That notification has been given, and it is in writing, and any prior conversations I don't think have any part in this case."

Mr. Biggs in answer to that argues to the Court in part:

"This is put in to show compliance with 8-11 of the contract, and the reason, if it should be determined that our claim was not immediately made, why it wasn't immediately made, and also to obviate any objection as to the time interval and criticism of the plaintiff's testimony that when he ran into this stuff - -

Interruption of the Court to inquire:

"That is your claim for the testimony - to show why it was not more promptly made?

Mr. Biggs continuing:

"Precisely so, and also - yes, the reason for it was this: They couldn't tell right at the outset exactly how far down they were going into rock. This might be a thing that could be obviated, and everybody made happy about it to the convenience of the State as well as to the contractor, by a simple change order that would allow him compensation and at the same time change the particular construction of the highway, using the rock that was coming out of the cut. It obviously would be to the State's advantage to do that. These were conversations looking toward a modification of the contract that might obviate a claim entirely. As long as they went on, certainly a reasonably prudent contractor wouldn't be expected to make his formal demand or claim. The State already knew what the conditions were, and were negotiating with him for a change order in view of those conditions. As soon as those negotiations terminated, because of the thing, perhaps, that Mr. Peterson spoke about, that it was running into a great deal more money than could be accomplished under a change order, our testimony will show at that time, and very promptly at that time, as a result of his last conversation with Mr. Clymder, he prepared and filed his letter, which is exhibit 52.

"Now, that is the situation, if the Court please. We are not contending that the State is bound by statements made even by a Commissioner, and there have been statements made by a Commissioner in this case that we won't attempt to offer, to be perfectly frank about it. We are not attempting to get any improper information. Commissioners have talked with our people about this very case, and made admissions, if you would call them admissions, and if we wanted to rely on them it would be very helpful. We are not attempting to do that at all. We are making our claim that this, however, is our conversations that occurred during the course of the work with people who, at least apparently, were authorized to go to him and to negotiate change orders.

"If counsel wants to show that Clymer had no authority to do that and that McDougall was not acting as a reasonably prudent person in delaying his claim because Clymer came to him and negotiated a change, make your showing. It would be a question for the jury to say whether or not, under all the circumstances, McDougall was justified in assuming that the State was acting in good faith in an effort to negotiate some change order with it.

"Now, that is our position. It is completely reasonable. To take the stand that just because the contract some place requires a written notice nothing else may be shown about that as to the timing of the notice or why it wasn't made earlier is a much too narrow view. It is not supported by any authorities that I know anything about."

To that argument, I quote the reply of Mr. Lindas:

"My point is simply this, Your Honor: Section 8-11 says if the contractor should encounter these situations that are different from our plans, or of an unknown or unusual nature, then the 'attention of the engineer shall be called immediately to such conditions,' and that attention must be called in writing.

"Now, the only notification to the engineer in writing of this particular condition was made on August the 5th. Any conversations concerning calling attention of the engineer to these conditions prior to that time are not relevant nor material nor competent for this case, because the contract provides the manner in which a notification must be made, and I think that he is bound by the terms of the contract that he voluntarily entered into. That is, simply, my point."

Mr. Biggs then said:

"Even on that point your position is unsound. What is the purpose of that provision of the contract? The provision in the contract is that the State can immediately examine the conditions, immediately ascertain that there is some unusual thing arising, and can immediately make their studies of the cost, keep track of the contractor's costs. That is precisely what Mr. Clymer , the Chief Cost Analyst, came to Portland to do - to get a record of the costs up to date, and to make arrangements to follow the costs carefully from that time out -

just precisely what the contract called for. He invited a delay in the making of a formal claim on account of these unexpected conditions through a suggestion of a change order which might obviate the claim, and during that whole time the parties were acting in good faith and attempting to work one out. When they couldn't, then, of course, the claim was made, and the jury is entitled to know those circumstances and that explanation. That is my position."

The trial court permitted testimony of Mr. McDougall concerning matters relating to notice occurring prior to his written claim of August 5, 1953. In placing himself under the ruling did plaintiff establish that "something" had occurred prior to August 5, 1953, that reasonably could be construed as an attempt between the State and the contractor to make an adjustment because of any condition that may have increased costs beyond the bid? Perhaps the best way to approach the matter is by quoting from testimony of Mr. McDougall rather than paraphrasing his remarks. It seems clear that while some blasting was done in February and March and April of 1953, major shooting occurred in May.

Mr. McDougall testified: (Tr. 230)

"Sometime during the last week of May, 1953, Mr. Eddie Clymer, who at that time, I believe, held the position of Chief Cost Analyst for the State Highway Department, came into my office in Portland with two of his assistants. He said that his office had been informed that we had encountered sandstone in the Big Cut of the Low Pass project to an extent that indicated the entire cut still to be excavated was going to be all sandstone, and would we make available to his assistants our books and records showing our costs up to, I believe it was, April 10th, an estimate date, for the purpose of costs of excavation prior to encountering the sandstone.

"We provided his assistants with desk space, and turned over all of the records they wanted to them immediately, and Mr. Clymer then said that, in view of the situation, the State was considering some changes. Among them was one he wanted to discuss with me at the time, which was the elimination of what is referred to on the plans as the bottom course of crushed material eight inches thick, and they would substitute, or were considering substituting, a course of cut-run rock, or, that is, rock just as it came from the excavation of the Big Cut, two or three feet thick the entire length of the project, stockpiling the crushed rock that had already been crushed. (From Horton Quarry) * * * *

"He said that there would be a saving, there, because the State could later use this crushed rock somewhere else, and could take advantage of the unexpected amount of solid rock in the Big Cut by using it to make a very thick bottom course underneath the finishing surfacing courses and the pavement, so at that time I asked him if the State would compensate us for the extra cost we were being put to, and all the indications were that we were going to be put to, to complete the job as a rock job when it had not been so engineered or so computed by us."

"He stated that in addition to his duties as cost analyst he was the Department's No. 1 trouble shooter, as he put it, that the reason he was in there at the moment was because HE KNEW THE JOB WOULD BE IN TROUBLE ON ACCOUNT OF THE UNEXPECTED AMOUNT OF ROCK ENCOUNTERED in that cut, and that while he had certain limited freedom of discretion in making negotiated settlements, that were designed to make an equitable adjustment of unforeseen circumstances in connection with construction contracts, that a matter of this consequence would certainly have to be taken back to his superiors in Salem in the department."

"We talked of the possibility of increasing the compensation for placing the extra thickness of subbase that he proposed as a possible change order, and settled nothing on his first visit except that we agreed to again make available to his accountants any time they wanted to come in our books and records, so that the State Highway Department would be completely informed of our costs as the work progressed."

"We discussed the matter a second time in my office some days later - that would be in June. I did not keep a diary of the dates of his visits. His representatives, accountants, came in. We gave them all the figures they asked for, gave them all the cooperation we could in the way of information and working space, and they invariably left feeling that they had accomplished their mission in obtaining whatever information they could get at that time.

"His second discussion with me was also inclusive.

"The third one was held in his office at Salem, and at that time I believe it was pretty late in June. The Department was cognizant of the situation, obviously, but Mr. Clymer said he could make no progress in trying to find a satisfactory solution of the problem until certain officials of the Department, who were his superiors, returned to the city. Now, just who they were I do not recall at the moment. It might have been Mr. Baldock or Mr. Williams. I do not know."

(Continuing on page 247 of the transcript)

"I had one more conversation with him when he called me on the telephone sometime during July. As I stated yesterday, I do not keep a diary of the dates of these various conversations.

"We agreed over the telephone that it would be impossible to include in any change order or price agreement constructed around a change in the plans for surfacing of the job to even begin to cover the scope of the added cost of removing all that additional solid sandstone from the Big Cut. HE THEN STATED THAT WE HAD A SOURCE OF RELIEF BY MAKING A CLAIM UNDER THE CHANGED CONDITIONS CLAUSE, Paragraph 8-11 of the contract."

Mr. McDougall then testified that he "immediately" sent out his letter of claim dated August 5, 1953 (Pl ex. 52). He testifies further:

> "After approximately two weeks had passed from the time I wrote the letter of August 5th to Mr. Baldock, and we had not received an answer from him, I drove to Salem and interviewed him in his office and asked him if he would go to the project with me, which he agreed to do. We had a short discussion of the situation in his office." * * * *
>
> "On August 24th, I picked up Mr. Baldock here at Salem in the morning, and he, in company with a construction engineer named Forrest Cooper, an employee of the Department, and myself, drove to the Low Pass project and returned to Salem that afternoon."
>
> (It was during this visit that Mr. McDougall claims Mr. Baldock called the sandstone in the Big Cut "jetty rock.")

Mr. McDougall then testified that Mr. Baldock made no commitments but:

> "He simply stated that the claim would be acted upon in due course by the legal counsel for the Department, and we would not receive an answer until after the next meeting of the Highway Commission."

He then testified that over one month later on October 1, 1953, he finally received a rejection letter from Mr. Baldock (plaintiff's exhibit 54).

However, during the August 24, 1953, visit or shortly thereafter permission was given Mr. McDougall to change the slopes at the 130-foot level from 1 to 1 to ½ to 1, thus obviating the shooting and excavating of 25,000 to 30,000 yards of rock.

Such then, is the plaintiff's testimony in the record on the matter of timely notice of claim. To restate his theory on this phase he says that major drilling did not begin until about May of 1953, that in May, June and July of 1953 he was in negotiation with the State Highway Commission looking toward an adjustment for greater costs incurred than anticipated.

What does the record show by way of rebuttal of Mr. McDougall's long and carefully worded statement of the sequence of events through May, June, July, August, September and October of 1953! To begin with, each member of the Cost Analyst Department, except Mr. Paulsen, testified that he was not at the office of Mr. McDougall in Portland during the months of May, June or July, 1953. Mr. Paulsen testified he was there on July 24, 1953, with Mr. Clymer, but not for the purpose of gathering cost data, and no cost data was gathered at that time. Thus, it is clear that Mr. McDougall's testimony of turning over his books to the cost analyst people during that period is at a total variance with our testimony. However, the jury obviously discounted or disregarded what surely appears to be a story "tailored" to fit the desideratum of the hour. It is true that as early as December, 1952, our men were on the job gathering cost data on equipment handling, and even though this was shown to be normal procedure, questioning on cross examination somewhat beclouded the usualness by casting an inference that our knowledge of "unusual conditions" was the real reason. At any rate, it was shown by Mr. George Kayser that the first time during the course of the construction that books of the company were examined was early in August, 1953. He was at the office of Mr. McDougall in Portland with Mr. Clymer - and that date was, in fact, the first time the department made a book inquiry of costs. Mr. Kayser having been called as an adverse witness testified that normally cost data for comparison purposes is not gathered until completion of the job, but that Mr. McDougall's data was gathered initially prior to completion of the entire project. On this phase the following testimony was elicited:

> Question: "You went to Mr. McDougall's office in Portland?"
>
> Answer: "Yes."
>
> Question: "What did you do there?"
>
> Answer: "I obtained the costs from one date to a certain date."
>
> Question: "What date, if you recall? Between what dates?"
>
> Answer: "I wouldn't say for sure; I believe it was from the time they started in the Big Cut. I think it was a period of a couple of months anyway."
>
> Question: "In other words, what you wanted at that time was to start getting his costs and studying the costs that he incurred after he got into the Big Cut, is that correct?"
>
> Answer: "Yes."

Now, what of Mr. Clymer and his authority to do what and when? Through Mr. Paulsen the diary of Mr. Clymer was identified. After argument in chambers upon our offer of the diary in evidence the following stipulation was agreed upon and stated in open court to the jury:

> "Mr. PETERSON: Your Honor, so that the jury will know, relative to defendant's exhibit X, the parties have stipulated that this diary, which is exhibit X, does not contain any

> references between May - the last week of May, 1953, or the month of June or the month of July, save and except July 24, showing any visit by Mr. Clymer to the office of Mr. McDougall."

Surely, by this time the jury should have realized that the testimony of Mr. McDougall about our gathering cost data from his books prior to August of 1953, was at least clouded by severe doubts. The jury gave no credence to this testimony.

But Mr. Clymer did, in fact, contact Mr. McDougall. When, where and for what specific purpose is the difficulty. Mr. McDougall says that Mr. Clymer came to the McDougall office the last week in May and early in June, 1953. We have only Mr. Clymer's diary entries to rebut that testimony. Late in June Mr. McDougall asserts occurred a third meeting with Mr. Clymer at the latter's office in Salem. We had no way of rebutting this statement. During July of 1953, Mr. McDougall claims a fourth discussion with Mr. Clymer by telephone, duringwhich, as shown by quoted testimony above, Mr. Clymer announced to Mr. McDougall there was nothing he, Mr. Clymer, could accomplish and that Mr. McDougall should make his claim under 8-11. This stands uncontradicted, Mr. Clymer having passed away prior to trial.

Mr. Paulsen testified that he accompanied Mr. Clymer to the office of Mr. McDougall at Portland on July 24, 1953. His diary entry and that of Mr. Clymer substantiates this. Mr. Paulsen, other than that date, was not at the office of Mr. McDougall. Concerning July 24, 1953, Mr. Paulsen says:

> "I accompanied Mr. Clymer to the office at the request of Mr. Smith to ascertain the extra cost, if any, that would be entailed by Mr. McDougall if we put on a two-foot, approximately a two-foot blanket of rock over the entire project for strengthening purposes."

Mr. Paulsen testified further that no cost data was taken from the books of Mr. McDougall on that date by either himself or Mr. Clymer.

What was the extent of Mr. Clymer's authority in dealing with Mr. McDougall? Let us look at the testimony of Mr. Williams as an adverse witness for Mr. McDougall: (Tr. 538)

> Question: " * * * Was there, to your knowledge, any consideration of changing the subbase of this highway from the eight inches of required crushed rock to two or three feet of rock from the Big Cut? Was consideration ever given to that change, Mr. Williams?
>
> Answer: "Yes, near the end of the job, consideration was given to whether or not it would be possible to use some of the materials to provide an extra thickness of base, to thus decrease the amount of crushed base that would be required."

Question: "Yes sir. WAS MR. CLYMER THEN AUTHORIZED to make a STUDY of that situation cost wise or otherwise, do you know?"

Answer: "Yes, he was."

Mr. Smith also testified on this subject as follows: (Tr. 1021)

Mr. Lindas:

Question: "During the construction of the project on the Low Pass, Mr. Smith, I think you stated that at that time you were construction engineer, and the office of cost analyst was under your supervision?"

Answer: "That's right."

Question: "Will you tell the jury whether or not at any time you ever directed Mr. Ed Clymer to negotiate a settlement on the claim, the subject of this action, with him."

Answer: "No, I think - that word 'negotiate' is a very severe word. I don't think Mr. Clymer or I were ever trusted with negotiations of claims. I think that is only the prerogative of the State Highway Engineer or the Deputy. Mr. Clymer or I could get information leading to the adjudication of claims, and Mr. Clymer very frequently got the preliminary data on the cost involved in the price agreements, or something like that, but to adjudicate a claim - he didn't have the authority to assign any one or to do anything like that. As I stated before, I didn't know there was any claim coming up until after the 5th of August, so I couldn't assign him to study the claim."

Question: "There is testimony in this case that he was up there on July 24th as a result of your instructions. Did you, in fact, send him up there on the 24th of July, Mr. Smith?"

Answer: "That's right, he went up to see if he could NEGOTIATE for placing some additional surfacing on the road."

Question: "Would you just briefly tell us the reason he was sent up on that occasion?"

Answer: "We were then, and all other states, about that time greatly increasing the thickness of the surfacing, and Mr. Edwards got worried about the shallow surfacing we were using, which was in accordance with our past practice, and he sent in samples and it was determined under our new scheme of things that it wasn't adequate. He had been NEGOTIATING somewhat with Mr. McGary on a price, and couldn't reach a price that was fair, so he asked me if Mr. Clymer could go up and see what he

> could do, and that is the only occasion that I can remember, that I authorized Mr. Clymer to go there."

On the matter of using some of the sandstone being taken from the Big Cut for additional subsurfacing as mentioned above by Mr. Smith, Mr. Edwards has the following to say, in part: (Tr. 886 et seq.)

> "* * * It is standard practice with me, after a piece of highway grade has been completed or nearly so, to retest the grade as constructed to determine if the surfacing which we have designed in the original design is going to be adequate. Now I did this on this project, on the westerly portion of the project.
>
> "The westerly portion of the project was completed substantially in July - or in the fall of 1952, up to a point where application of surfacing material was to take place. I checked the soils and had samples taken of the soils and submitted them to our laboratory, and they reported back with, I think, a report on nine samples that we needed a base and surfacing depth varying from 17 to 21 inches. Our original design was only 13 inches, and consequently it was necessary on the basis of these tests and the information given me, to determine some method of securing additional surfacing materials, or additional reinforcement of that subgrade, or application of materials which would be or more stability so that our 13 inches of surfacing would be adequate. Those tests were taken in May or June, I believe, of 1953."
>
> * * * *
>
> "Then on my next trip to the project I discussed with the contractor's people the possibility of taking some of the sandstone which was being encountered in the Big Cut and placing it on the subgrade which had been completed the year before, because of the fact that the sandstone would have more stability and would, in effect, then provide enough reinforcement so we would not need to increase our surfacing depth"
>
> * * * *

Question: "Was that blanket finally put on sir?"

Answer: "No. It was not."

Question: "And why wasn't it?"

Answer: "In the - we later resampled again, on July 31. We resampled again - let's see - seven samples, and had them tested in the laboratory, and they REVISED THEIR OPINION and stated that it would not be necessary to reinforce the subgrade, and consequently we forgot the whole matter."

Cross examination by Mr. Biggs in part: (Tr. 889)

Question: "* * * You got your report of the testing after you had been unable to agree on price, so the discussion was unnecessary?"

Answer: "That is correct."

Question: "You started considering that plan when, Mr. Edwards?"

Answer: "The first samples were reported back to me on June 5th of 1953."

Question: "When would you have sent them in?"

Answer: "The correspondence which I have here doesn't indicate the date on which they were submitted, but they would have been submitted some two or three or possibly four weeks prior to that time."

Question: "You got them back on June 5th, so in all probability you sent them in sometime around the first of May?"

Answer: "Probably. I could determine that date if you wish."

On the matter of notice of claim and the timeliness and adequacy thereof the foregoing, I believe, sets out the most pertinent testimony. Several aspects stand out in bold relief:

1st: We were unable to rebut the four claimed interviews between Mr. McDougall and Mr. Clymer - when had, place, what was said and that no one else was present in the room that could or did hear such conversations. THIS IS A SERIOUS DEFECTION.

2nd: By our own testimony certain conversations were, in fact, had with Mr. McDougall as well as with Mr. McGary concerning use of the rock "encountered", as mentioned by Mr. Edwards, in the Big Cut. This would have involved a change in the contract, and would have permitted use of rock from the Big Cut and stockpiling rock available at the Horton Quarry.

3rd: Mr. Clymer did, in fact, at all events have authority to negotiate with Mr. McDougall - it is only the ultimate and complete purpose that is disputed in the testimony.

4th: We did examine the books of Mr. McDougall prior to the completion of the job - and that prior to the date of the filing of the written claim. The normal procedure is to examine books of the contractor only after completion of the job.

5th: Use of rock from the Big Cut was first considered by Mr. Edwards during the month of May, 1953 - the time of heavier blasting operations.

Additionally, it is beyond dispute, of course, that the Department, through its field engineers, were fully cognizant of the conditions in the Big Cut as the work progressed. Mr. Putnam so testified and said further at page 987 of the transcript:

Question: "So that you knew from the beginning, from the time they struck rock, you knew from there on down just exactly what the conditions were as they were developing. Is that correct?"

Answer: "Yes."

Question: "And did you report those in any greater detail to your superiors than your weekly reports indicating when the drilling and blasting started and how it was carried on?"

Answer: "We discussed the fact that WE WAS HAVING AN AWFULLY ROUGH SHOW, as we started it."

Question: "You discussed that with your superiors?"

Answer: "Just as a topic of conversation we talked over what he was doing on the job."

Mr. Edwards also testified of his personal knowledge of the progress of the work and the developments as they occurred. In this connection Mr. Williams said in his testimony at page [illegible]:

"* * * 'The materials were harder to handle than we had anticipated.'"

Here, again, on the subject of written notice of claim, from the standpoint of an appellate tribunal the face of the record itself would be readily susceptible of the conclusion that Mr. Clymer did, in truth, discuss with Mr. McDougall contract adjustment matters dealing with additional costs incurred because of "unusual conditions". It is my belief that the Supreme Court would do just that. The appellate court would then take the next logical step and find that filing a written claim during such negotiations unnecessary under B-11.

Two more thoughts seem apropos concerning the record the Supreme Court will have before it on appeal: First, during the course of the trial on cross examination of Mr. Ballock, the trial court required the witness to disclose that since the filing of claim by Mr. McDougall the form of our contract had been revised deleting B-11 therefrom. Objection was made of course. The trial court later instructed the jury to disregard this testimony, which technically is supposed to correct the error. However, the jury had the story, and it is in the record as well. The second observation concerns a statement made by Mr. Biggs during one of the numerous arguments in chambers concerning what he called "admissions" made by one or more of the State Highway Commissioners to Mr. McDougall concerning liability of the State in this case. (See prior quotation herein underscored on pages 6 and 7.) The justice writing an opinion on appeal will undoubtedly note and mark this gratuitous statement of Mr. Biggs.

It may well be that Mr. Lindas has available authorities persuasive enough to induce the appellate court to see our theory that the contractor is bound by a contract that, in effect, says that certain provisions relative to shrink and swell cancel out the reference to "plans" in 8-11, and that notice called for in 8-11 is irrevocably controlled in all circumstances by another provision of the contract requiring that notice to be in writing. Or to put it another way, when we changed our procedure from classified to unclassified bidding and presumably at that time also inserted in our contracts clause 8-11, was that section so adopted for the protection of the bidder? If not, what then is the purpose of 8-11, and under what circumstances would it be operative? Such inquiries will, in all likelihood come from the Supreme Court hearing arguments on appeal. Do the decisions we will use involve a clause similar to 8-11 and unclassified bids? Such decisions will be absolutely essential, and must be very respectable as well. Absent such authorities it seems inescapable on the record that this is not a "good" case to press the legal points we seek to establish on the law books of this State.

We have had an adjudication. We are not obliged to do more for the protection of disbursements of public funds. Indeed, under the unfortunate facts of our situation to pursue the theme to an ultimate set of adverse rulings on 8-11 would be doing a disservice to the public in our future handling of trust funds under such a clause as 8-11.

This writer enjoys competition - a good fight, but on the factual setup here we are definitely not in a good position to come out on top. Moreover, what is infinitely worse than losing this particular decision is the strait-jacket in which we will have to operate when, and if, 8-11 is replaced in our contracts. This eventuality may well occur - if not through pressure upon this or a subsequent commission, then perchance by legislative action. Yes, looking at the overall picture, wisdom should dictate that we quietly pay this judgment, but not forget it.

A Bill of Exceptions has not been prepared. If the decision to appeal the judgment is final, it is suggested that Notice of Appeal be filed shortly, and an extension of time (say to April 15, be secured in which to settle the Bill of Exceptions.

Yours very truly,

Charles Peterson
CHARLES PETERSON
Assistant Attorney

CP:aj

P.S. It is noted that transcript of the proceedings for Friday, January 20, 1956, (Vol. X, is not at hand. It covers the last one or two rebuttal witnesses, I believe, for the plaintiff.

March 14, 1956

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N. UNIT, [illegible] CANYON-STATE LINE SECTION, US99:

	Excavation	Embankment	
Construction	429,412	492,705	14.7% Swell
Plans	401,839.0	412,318	2.6% Swell

CHROME PLANT-CEDAR POINT SECTION, US101:

	Excavation	Embankment	Factor
Construction	347,249.2	292,268.7	1.1881 or 18.8% Shrink
Plans	298,479	236,965	1.2595 or 26% Shrink

JUDKINS POINT-GOSHEN SECTION, US99:

	Excavation	Embankment	Factor
Construction	695,693	738,692	.9418 or 6.2% Swell (Average)
Plans	615,047	671,827	.915 or 9.2% Swell (Average)

CANNON BEACH-ARCADIA SECTION, US101:

	Excavation	Embankment	Factor
Construction	421,311.30	367,406.60	1.1467 or 14.67% Shrink
Plans	324,759	271,598	1.1955 or 19.55% Shrink

AHLAUF-ELKHEAD SECTION, US99:

	Excavation	Embankment	Factor
Construction	1,184,232	1,076,517	1.10 or 10% Shrink
Plans	1,057,710	954,926	1.1076 or 10.76% Shrink

DEADY-WINCHESTER SECTION, US99:

	Excavation	Embankment	Factor
Construction	604,799	638,665	0.9468 or 5.6% Swell
Plans	607,388	574,618	1.057 or 5.7% Shrink

FAIRGROUNDS ROAD-SHADY SECTION, US99:

	Excavation	Embankment	Factor
Construction	537,631	502,998	1.069 or 6.9% Swell
Plans	533,112	523,689	1.02 or 2% Shrink

GLENDALE JUNCTION-WOLF CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	1,058,619.9	1,045,718.8	1.012337 or 1.23% Shrink
Plans	947,115	1,102,028	0.8594 or 11.64% Swell

CIRCLE BRIDGE-SUMMIT SECTION, US101:

	Excavation	Embankment	Factor
Construction	268,296.7	242,561.5	1.1061 or 10.61% Shrink
Plans	243,973	203,893	1.1966 or 20% Shrink

NEWPORT-TOLEDO SECTION, US20:

	Excavation	Embankment	Factor
Construction	963,553	868,059	1.11 or 11% Shrink
Plans	972,057	810,050	1.20 or 20% Shrink

SOUTH UNIT, SISKIYOU-BEAR CANYON SECTION, US99:

	Excavation	Embankment	Factor
Construction	373,005	414,881	0.8991 or 11.227% Swell
Plans	372,933	386,582	0.965 or 3.66% Swell

DELMAR-COALEDO SECTION, US101:

	Excavation	Embankment	Factor
Construction	445,602.8	383,933.5	1.1606 or 16.06% Shrink
Plans	355,432.0	323,620	1.0983 or 9.83% Shrink

NEIL CREEK-BARRON CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	453,709	539,872	.8404 or 18.8% Swell
Plans	399,379	375,931	1.062 or 6.2% Shrink

ASHLAND-NEIL CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	185,436	192,143	.965 or 3.62% Swell (Average)
Plans	194,150	200,327	.969 or 3.18% Swell (Average)

TORRENT CREEK-WALL CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	187,666.7	204,049.3	0.9197 or 8.73% Swell
Plans	178,293	193,136	0.92315 or 8.32% Swell

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February 2, 1956

Mr. Roy A. Klein
5919 N. Villard Avenue
Portland, Oregon

Dear Mr. Klein:

I have OK'd and put through for payment your statement for engineering services and expenses in the case of Natt McDougall Company vs. Oregon State Highway Commission, Low Pass Section, Siuslaw Highway, Lane County.

I had fully expected you to be one of our witnesses, and was somewhat disturbed to find that the attorneys had decided not to subpoena you, inasmuch as in my opinion you would have made a most excellent witness.

I again want to thank you for reminding me of the speaking engagement that I had last Thursday, and we all enjoy our contacts at luncheon on the days the Commission meets.

With warmest personal regards, I remain

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

(Mr. Klein's letter and statement referred to Enfield)

RECEIVED

~~PHONE ATWATER 8209~~

ROY A. KLEIN
CONSULTING CIVIL ENGINEER

REGISTERED PROFESSIONAL ENGINEER
MEMBER AMERICAN SOCIETY OF
CIVIL ENGINEERS

Telephone BU 9-6360
5919 N. Villard Ave.
~~ROOM 1212 FAILING BUILDING~~
PORTLAND, OREGON

January 30, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Re: Natt McDougall Company vs.
State Highway Commission

Dear Mr. Baldock:

You will recall the circumstances of our conversation in August, 1954 in which you asked me to appear as an engineering witness for the state in the above captioned litigation involving a grading contract on the Low Pass Section of the Siuslaw Highway in Lane County. I agreed to make a field investigation of the project and advise if I could consistently serve the Department.

Shortly afterwards, Mr. H. G. Smith called me on the telephone and arranged for a field trip. On September 22, 1954, I made this trip from Salem to Low Pass with Messrs. Morgan, Scott and Towle and we met Messrs. Edwards and Putnam on the project. I examined the summit cut particularly, both from the roadside and from above on the old road, also the adjacent embankments. The accompanying engineers advised me of the construction details and I noted especially the stratification of the shale and sedimentary rock and especially the large amount of weathering that had occurred on the 1/4 to 1 slopes.

On my return to Salem I discussed the project with Mr. H. G. Smith. He supplied me with a copy of the contractor's complaint, plans, specifications, special provisions and bid tabulations for the project, also copies of the engineer's reports.

Sometime later I met you in Portland at a Commission meeting and reported to you as I had to Mr. Smith that in my opinion the state had a good case and I would recommend defending the state's position.

The case then lay inactive for several months but after I was advised that it was to come to trial in January, 1956, I spent some time reviewing the pertinent project documents in order to prepare myself for court. On December 23, 1955 your attorney, Mr. Peterson called on me in Portland and I gave him my viewpoint on certain phases of this case.

At Attorney Peterson's request, I held myself available for call during the trial period but probably my testimony was not needed in the legal strategy, as I was not called as a witness. I had, however, as above related, spent some time on the case and incurred some travel expenses which I believe justifies the submission of my claim for professional engineering services and expenses in the amount of $207.96. The same is attached for your approval.

Very truly yours,

Roy A. Klein

ROY A KLEIN

RAK:g
Ecl.

RECEIVED
FEB 1 1956
OFFICE OF
STATE HIGHWAY ENGINEER

PHONE ATWATER 8269

ROY A. KLEIN
CONSULTING CIVIL ENGINEER

REGISTERED PROFESSIONAL ENGINEER
MEMBER AMERICAN SOCIETY OF
CIVIL ENGINEERS

Phone BU 9-6360
5919 No. Villard Ave.
PORTLAND, OREGON

January 30, 1956

STATEMENT

Oregon State Highway Commission
Salem, Oregon

For professional engineering services and expenses in the case of Natt McDougall Company vs. Oregon State Highway Commission, Low Pass Section, Siuslaw Highway, Lane County.

Sept. 22, 1954	Field Inspection of summit cut, Low Pass Project	$ 100.00
Dec. 23, 1955	Study and Review of project documents and conference with State's Attorney	100.00
Sept. 21,1954	Bus fare Portland to Salem, round trip	2.56
" " "	Hotel Room at Salem	3.50
Sept. 22,1954	Breakfast at Salem	.90
" 22, 1954	Lunch at Corvallis	1.00
	Total -	$ 207.96

OK

2/1/56
Payment being processed Pauline Welch

NOTED
W. C. WILLIAMS

(2 P)

FORM E-123 [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
FEB 21 1956
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PF [illegible]
3754

January 24, 1956

Mr. Glaisyer

Oregon State Highway Commission

Re: Report of trial of Natt
McDougall Company v. State
Highway Commission
Case No. 41131
Our File: L-2189
Low Pass Section
Siuslaw Highway

Gentlemen:

You will recall that the above case arose out of Contract No. 3754, which provided for grading and paving of the Low Pass Section of the Siuslaw Highway in Lane County. That contract was awarded to the Natt McDougall Company on July 10, 1952, the bid and contract price being $753,510.00. The bid and contract price for excavating an estimated 847,000 cubic yards of unclassified material was forty-five cents per cubic yard. It was contended by the Natt McDougall Company that this bid was based upon representations by the State to the effect that the material to be excavated was soft and capable of removal by shovel, whereas in fact it was hard and required blasting at a cost of approximately $1.06 per cubic yard. It was contended by the Natt McDougall Company that the State was obligated to modify the contract price pursuant to the following section of the contract:

"8-11. Changed Conditions

"Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed. The engineer shall thereupon promptly investigate the conditions,

CCR

> and if he finds that they do so materially differ, the contract may be modified by the engineer to provide for any increase or decrease of cost and/or difference in time resulting from such conditions."

The claim of Natt McDougall Company was rejected and action was instituted against the State for the purpose of recovering the sum of $296,350.18. At the time of trial the plaintiff amended its complaint to demand recovery of the sum of $274,116.06. The case came on for trial on January 5, 1956, in the Circuit Court for Marion County, before the Honorable Val Sloper. Plaintiffs were represented by Mr. Hugh L. Biggs and Mr. Fletcher Rockwood, both of Portland; while the State was represented by Mr. Leonard Lindas and Mr. Charles Peterson, both of this office.

It was our contention, briefly speaking, that the conditions encountered by plaintiff in the course of his work were not "materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, ..." It was also our contention that in any event it was incumbent upon the contractor to immediately call the conditions to the attention of the State Highway Engineer before disturbing such conditions and to do so by written notice. This contention was based upon Section 5.9 of the Specifications and Contract Agreements, which provides that "Wherever in these specifications the contractor is required to notify the engineer concerning the progress of the work, or concerning any complaint which he may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the engineer or his representative in person, or mailed to the office of the engineer."

Evidence was introduced to show that written notice of the conditions encountered was not given to the State Highway Engineer until August 5, 1953, whereas the contractor first encountered the conditions in February of 1953. Evidence was also introduced to show that the conditions encountered by the contractor were not of an unusual nature differing materially from those ordinarily encountered, and, furthermore, that the conditions did not materially differ from those shown on the drawings or indicated in the specifications. The theory of the plaintiff, however, was that the notice to the Engineer need not be given in writing and also that the subsurface conditions did materially differ from those shown on the drawings or indicated in the specifications. The Judge adopted the plaintiff's theory of the case and ruled that Section 8-11 of the Specifications and Contract Agreements stood alone and notices under that section need not be in writing.

The Judge also permitted introduction in evidence of the State's cost estimate, which was in the amount of $741,000.00 or some $12,500.00 less than the bid of the plaintiff. It was argued, of course, by the plaintiff that the amount of this estimate revealed that the conditions encountered by the contractor were not expected but were a surprise to the State. In view of the Court's rulings and his adoption of the plaintiff's theory of the case, a verdict in favor of the plaintiff was almost inevitable.

The trial of the case continued through January 23, 1956, on which date final arguments were made to the jury. After deliberating approximately six hours the jury returned its verdict in the amount of $148,556.79.

The basic principle established by this case is that a contractor who fails to make a profit on a construction contract awarded to him by the State may institute legal proceedings and in practical effect raise the amount of his bid price by recovering additional compensation. This principle, if it became firmly entrenched in the law of this state, could completely defeat the ends now obtained by competitive bidding. As noted above, the contract price in this case was the sum of $753,510.00. Eight other bids were received, ranging from the low bid of $753,510.00 to a high of $1,076,826.00. With the sum of $148,556.79 added to the contract price of Natt McDougall Company, the price for this project is some $52,846.00 more than the fifth lowest bid.

It should be pointed out that Section 8-11 of the Specifications and Contract Agreements which form the basis for this action was omitted from the latest edition of the Standard Specifications for Highway Construction which was issued on May 1, 1954, and is currently being used and has been in use since August 9, 1954. I am informed, however, that there are some thirty-five contracts in which final estimates have not as yet been approved by the contractor and final payment has not therefore been made, in which contracts the old form of standard specifications was used, including Section 8-11 quoted above.

It is my opinion that several rulings of the Court in this case, particularly the ruling that the notice need not be given in writing, constitute prejudicial error and justifiable grounds for appeal to the Supreme Court. In view of the possible far-reaching and damaging effects of this decision, it is respectfully recommended that you authorize and direct that an appeal be taken to the Supreme Court of the State of Oregon.

Mr. Lindas and Mr. Peterson, who represented the State in this case, have devoted their entire energies and have worked night and day and weekends for over two months in preparing for and in the trial of this case. In doing so they have received the complete and whole-hearted cooperation from all members of the engineering staff. Notwithstanding the unfavorable verdict of the jury in this case, I feel that the State Highway Engineer and his assistants and Mr. Lindas and Mr. Peterson are entitled to commendations for their strenuous efforts through this difficult case.

Very truly yours,

C. W. ENFIELD
Chief Counsel

RLM/mlk
cc: Mr. R. H. Baldock
✓Mr. H. B. Glaisyer
Mr. C. H. Maison
Mr. Robert Y. Thornton

RECEIVED
JAN 23 1956
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Salem, Oregon
January 20, 1956

McDougall Trial

Mr. L. I. Lindas
Office

It is my opinion that three or four times in the argument, in order to accentuate it and to impress the jury, you should tell them the essential features in this trial. It is the story of a highway contractor who lost money and when he realized that he was losing money he sought a method by which he could present a claim to recover his losses from the State.

He now professes to have been fooled from the start and claims additional compensation under the General Provision in the contract, paragraph 811, "Changed Conditions", and has based his whole case upon that clause that there were subsurface or latent conditions materially differing from those shown on the drawings or indicated in the specifications. He ignores the fact that if he wished to make a claim based upon this condition that the Engineer should be notified before the conditions were disturbed. On the contrary, the contractor did not notify the Engineer until he was about halfway through the cut, which further emphasizes the fact that it was an afterthought and that in all probability his attorney, in seeking some method to recover, had called his attention to this paragraph.

The contractor's plan is further evident by reason of his attempting to bolster up the argument by means of the angle of the slope of the cuts and the shrink factor to create the impression that he could reasonably expect the material in the cut to be common materials. Nearly all the contractors who testified, testified they did not expect anything but rock in that backbone, and any prudent contractor would have reached this logical conclusion, particularly when it was supported by the drill log in which the geologist showed alternate layers of hard limestone and shale.

If the State would pay the claim he asks, the contractor would now receive a much greater sum of money than a number of other contractors bid and put up their bond; for instance, Mr. Kuckenberg, who testified and stated that he assumed the material to be rock. His bid was only about $68,000 more than McDougall's and undoubtedly he would have finished the job, made a nice profit, and there would have been no claim against the State, yet Mr. McDougall has the audacity to come in and ask for $274,000 more from the State to bail him out of a situation that he reached by reason of his own incompetency. By his own evidence, he spent nearly $100,000 more for haul than his bid, so that at least $100,000 of his loss is due to his method of procecure. As far as that goes, the $274,000 claim is evidently much more than his loss and has been padded out of all reason.

Our plans and specifications are carefully worked up to place the full responsibility for determining the character of material and the method of excavation directly upon the contractor, and no representation or guarantee is made as to the classification of the material. This, after all, was an unclassified job. Now the contractor tries to make it a classified job of rock and common or digable materials. He is trying to put language in the contract that does not exist.

In former days, the Department endeavored to classify the materials, but since most of the contractors bid all classifications at the same rate, the method was changed to call for unclassified bids. Grading contractors become especially skilled in judging the character of material to be found in excavation and wish to assume the risk inherent thereto. The entire practice of grading construction is based upon the assumption of such risks by the contractors, who are essentially gamblerx and obtain may of their jobs by outguessing the other contractors in the manner of estimating the character of materials, the cost of the work, and particularly by developing better methods of handling materials. Many contractors never consult with any of the engineers in bidding a job.

The specifications of 1:1 slope and the determination of the shrinkage factor are not considered a representation as to the classification of the material to be encountered, and this is the first time in the hisyory of the Highway Department that anyone ever made such a claim. Sedimentary rocks have such variable characterists with respect to shrinkage or swell that it is almost impossible to accurately forecast it. Likewise, in general, sedimentary rocks weather so badly that it is rather foolish to stake a slope on less than 1:1. In this case it would have been highly dangerous. Mr. McDougall states that he did not open up the cut on the east end with a high slope of 100 feet or more because of the danger, yet his own witness testified, and he agreed, that the slope could be $\frac{1}{2}$:1 or even vertical through the same cut through the same sandstones. He claims that he could not do this because of the hazqrd to workmen. It seems inconsistent that he would advocate a type of slope that would be hazardous to all the people driving over the highway.

To sum the matter up, there was no change in the characteristics of the material. All the evidence pointed to the fact that this sharp ridge would be hard rock. Any person of judgment that had been engaged for years in grading construction would have known it without any special geological knowledge. It is our opinion that McDougall knew it too, but when he started losing money, he tried to seek a means of recompense.

R. H. Baldock

RHB:hi

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JAN 30 1956
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file

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 13, 1956

SUBJECT: Matt McDougall Company
v. State Highway Commission
Case No. 41131
Our File: L-2189
Low Pass Section
Siuslaw Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

It is necessary that we get word to the witnesses in the McDougall case that they will not have to be in Salem Monday, the 16th, at 9:30 A.M., as indicated by the subpoenas which were served on them.

Mr. Baldock suggested that Mr. Enfield request you to contact them by telephone this morning and tell them they do not have to be in Salem early Monday, but that we must know where we can get in touch with them on short notice. We should know where they will be all day Monday and all day Tuesday and where they can be reached by telephone. Please request that they keep in touch with the telephone number which they give us as we will expect to be able to contact them promptly at any time and secure their attendance at Court in Salem within a matter of two to three hours thereafter. Mr. Enfield said for you to tell them to have "a car standing by with engine running".

The following are the gentlemen to be notified:

- Don Hall, E. C. Hall Co., 12012 S. W. Barbur Blvd., Portland - Mercury 9-1116. *in person*
- Charles Parker, Parker-Schramm, 300 Builders Exchange Bldg., Portland - Capitol 8-4375. *left message*
- Henry A. Kuckenberg, 11104 N. E. Holman St., Portland - Alpine 3-7533.
- Chas. McInroe, Rogers Construction Co., 11760 N. E. Glisan, Portland - Alpine 4-5517.
- Leonard Runkel, Fred H. Slate Co., 7805 S. W. 40th Ave., Portland - Cherry 4-1112.
- T. H. Schaeffer, McNutt Construction Co., 827 Mill St., Springfield - ~~Eugene 4-4257~~. *Springfield* *(left message)*

All called by phone or contacted in person.

Pauline Welch
Secretary to C. W. Enfield

PW/mlk
cc: Mr. Forrest Cooper

FORM E-30X—37,500—2-55—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1956

W. C. WILLIAMS

SUBJECT: Natt McDougall Company
v. State Highway Commission
Case No. 41131
Our File: L-2189
Low Pass Section
Siuslaw Highway

To: Mr. Charles Peterson
Assistant Attorney
Office

In response to your telephone call after lunch today, I talked with Mr. Williams and he advised me that it is not the practice for the Highway Department or its employees to release information concerning the Department's estimate to bidders in advance of the date of the call for bids. Mr. Williams further advised that any such practice would not be condoned and in fact would be almost impossible to put into effect even in a limited scale for the estimates are not prepared in final form more than three or four days in advance of the date of opening of bids and even then the knowledge of the amounts of such estimates are limited to not more than four or five persons, all of whom are senior members of the engineering department.

Mr. Williams suggested that the paper testified to by Mr. McDougall that supposedly was given to him by Mr. Kayser in 1953 was not a copy of the Engineer's estimates for projects for which bids were called for opening at the next meeting of the Commission but rather that such paper was a copy of the Commission's construction program, which program is revised monthly, setting forth the construction projects programmed for the following twelve months and which program contains upon its face the amount of money that the Highway Commission has budgeted for the particular project.

These construction programs are not confidential in nature and are usually two or more times a year published in newspapers so as to inform the public of the future construction programs of the Highway Department, which published information includes the moneys appropriated for each of the several projects.

The amounts of money set forth on the program with respect to each of the several projects is in no way reflective of the Engineer's estimate, but rather is a sum of money that the Highway Commission has set aside in its construction budget for the particular project and many times includes, in addition to the tentative estimate of cost of a particular grading or paving project, sums of money for such things as structures (bridges, cattle passes, etc.), relocation of railroad facilities, removal and relocation of utility facilities, landscaping, extra work orders and work to be done by the State's own forces.

For your information there is included herewith two copies of such program, entitled "Schedule of Contract Lettings" for the period from September, 1955, through April, 1956, and later.

I talked with Mr. Kayser in the presence of Mr. Williams. Mr. Kayser advised me that he has never given to Mr. McDougall a copy of the Engineer's estimate and that he neither gave nor offered to Mr. McDougall estimates in 1953 as testified to by Mr. McDougall and further that in his position in Portland in 1953 he did not have access to estimates and had no knowledge of the same. Mr. Kayser said that he may have given to Mr. McDougall a copy of a "Schedule of Contract Lettings" (the Commission's construction program for the forthcoming months); however, he does not have actual recollection of having done even this.

I wish to emphasize that the sums of money set forth upon the "Schedules of Contract Lettings" are not the Engineer's estimates for the several listed projects but rather are allocations of moneys in the budget made by the Commission for the projects, which moneys frequently include many things other than things embraced by particular grading or paving contracts. Mr. Williams can testify with personal knowledge concerning the preparation and purpose of "Schedule of Contract Lettings", although I have not discussed with him the probability of his testifying to this matter.

C. W. ENFIELD
Chief Counsel

CWE/mlk
✓ cc: Mr. W. C. Williams

SCHEDULE OF CONTRACT LETTINGS

September 22 and 23, 1955

1.	Dolph Corner-Rickreall Section: Grading	56 FA	$ 124,200
2.	Burrell-Vale Section: Bridge, Grading & Paving	57 FA	228,100
3.	Banfield Expressway: 102nd Ave.-Fairview Section, Roadside Improvement	54 FAU	18,800
4.	Banfield Expressway: Union Ave.-42nd Ave. Section, 33rd Ave. Structure, Grading & Paving	56 FAU	200,400
5.	Myrtle Creek-Canyonville Section: Fords Bridge Unit, Grading	56 FAI	323,500
6.	Meacham-Glover Section: Grading	(57 FAI (57 FA	488,000 529,900
7.	Olds Ferry-Ontario Section: Grading & Paving	57 FAI	1,277,500
8.	Goshen-Divide Section: Coast Fk. Willamette River-Divide Unit, Divide O'xing Structure	Bond	111,400
9.	Divide-Rice Hill Section: Guard Rail	Bond	34,800
10.	Divide-Rice Hill Section: R/W Fence	Bond	29,600
11.	S. Umpqua River-Myrtle Creek Section: Guard Rail & Sight Posts	Bond	61,900
12.	Shady-Canyonville Section: Shady-Booth Ranch Unit, Structures (3)	Bond	151,200
13.	Banks Interchange Section: Structure, Grading & Paving	55 FAS	163,100
14.	Beaverton (Hwy. Jct.-12th St.) Section: Grading & Paving (Co-op)	55 FAS	113,400
15.	Yamhill River (Dayton) Bridge	55 FAS	332,000
16.	Washington Co. Line-Hillsdale Section: Grading & Paving	(56 FAS (56 FAU	222,000 142,100
17.	Havana Section: Bridge, Grading & Paving	57 FAS	103,700
18.	Yokum Bridge Section (FAS 244-Douglas Co.): Bridge, Grading & Surfacing	56 FAS-C	163,800
19.	Hellgate Canyon Section (FAS 594-Josephine Co.): Grading	56 FAS-C	119,100
20.	Odell Jct.-Dukes Valley Jct. Section (FAS 661-Hood River Co.): Grading & Oiling	56 FAS-C	36,300

December 16, 1955

September 22 and 23, 1955 - Continued

21.	Fairfield Jct.-Hopmere Section (FAS 159-Marion Co.): Grading & Paving	57 FAS-C	$ 86,100
22.	Weston-Weston Mtn. Section: West Unit, Guard Rail	55 State	15,300
23.	Holman Park Latrine	Pk.Bldg.	4,200
24.	Helmick Park Shelter and Latrine	Pk.Bldg.	7,100
25.	Depoe Bay Building	Pk.Bldg.	85,000
26.	Tumalo State Park Latrine	Pk.Bldg.	4,500
27.	Newport Maintenance Building	Bldg.	16,300
			$5,193,300

December 16, 1955

SCHEDULE OF CONTRACT LETTINGS

November 3 and 4, 1955

1.	Louse Creek-Grants Pass (Merlin Hill) Section: U'xing Str.----------------------------------	56 FA	$ 59,200
2.	Coquille-Rink Creek Section: Grading & Paving------------------------------	(57 FA	333,200
		(55 R.Prod.	15,800
3.	E. Fork Illinois River Bridge------------------------	57 FA	151,000
4.	Helman St.-3rd St. (Ashland) Section: Grading & Paving------------------------------	57 FA	139,300
5.	Moro-Grass Valley Section: Grading & Paving------------------------------	(57 FA	428,500
		(55 R.Prod.	7,500
6.	Banfield Expressway: Union Ave.-42nd Ave. Section: 39th Ave. Structure, Grading & Paving------	56 FAU	371,000
7.	Banfield Expressway: Union Ave.-37th Ave. Section: Structure (Doernbecker) Grading & Rock Base------------------------------	57 FAU	1,358,600
8.	Anlauf-Shady Section: Illumination-----------------	Bond	87,500
9.	Shady-Canyonville Section: Shady-Booth Ranch Unit, Paving---------------	Bond	470,500
10.	Shady-Canyonville Section: Booth Ranch Unit, O'xing Str., Culvert & S. Umpqua River Bridge---------------------------	Bond	499,700
11.	Willamette River-Hayesville Section: Willamette River-Gervais Unit, Roadside Improvement-----------------------	State Bond	23,000
12.	Willamette River-Hayesville Section: Gervais-Chemawa R.R. O'xing Unit, Roadside Improvement-----------------------	State Bond	21,500
13.	McMinnville Airport-Dayton Jct. Section: East Unit, Grading & Oiling------------------	56 FAS	277,700
14.	Baker Creek Section (Washington Co.): Culvert, Grading & Oiling--------------------	57 FAS	38,900
15.	Sublimity Gun Club-Stout Creek Section: Grading--------------------------------------	57 FAS	252,100
16.	Millicoma River (Allegany) Bridge Section: Bridge, Grading & Oiling---------------------	57 FAS	159,300
17.	Eagle Rock-Post Section: East Unit, Grading & Paving------------------	57 FAS	162,800
18.	John Day River Bridge Section: Bridge & Grading-----------------------------	57 FAS	148,400
19.	Black Bridge-Richland Section: West Unit, Grading & Oiling------------------	57 FAS	153,800

December 16, 1955

November 3 and 4, 1955 - Continued

20.	Hamilton-Long Creek Section: East Unit, Grading & Oiling	57 FAS	$ 92,100
21.	Emerson Loop Section (FAS 588-Wasco Co.): Oiling	56 FAS-C	64,200
22.	Brookings-Morse Ranch Section (FAS 259-Curry Co.): Grading & Surfacing	57 FAS-C	44,600
23.	Westside-Dry Creek Section (FAS 407-Lake Co.): Surfacing & Oiling	57 FAS-C	104,800
24.	Lebanon Traffic Signals	55 Min.B.	12,900
25.	Medford Traffic Signals	55 Min.B.	7,400
26.	Columbia River-Dufur Rock Production	56 R.Prod.	26,900
27.	Hunter Creek-Macks Arch Rock Production	56 R.Prod.	28,800
28.	Spring Cr. Hill-Klamath Falls Rock Production	56 R.Prod.	21,700
29.	Siskiyou Jct.-Klamath County Line Rock Production	56 R.Prod.	38,000
			$5,600,700

December 19 and 20, 1955

1.	Pendleton-Pilot Rock Section: Middle Unit, Grade & Pave	(55 FA (56 FA	$ 135,000 243,300
2.	Lapine-Lenz Road Section: Walker Mtn. Rd.-Lenz Rd. Unit, Chemult R. R. O'xing Structure	56 FA	147,500
3.	Deep Canyon Section: Grading & Oiling	57 FA	466,400
4.	Crescent Lake Jct.-The Dalles-Cal. Jct. Section: East Unit, Grading and Paving	57 FA	436,500
5.	South Sixth St. (Klamath Falls) R.R. O'xing Section: Structures, Grading and Paving	56 FAU	959,000
6.	Rock Point-Medford Section: Illumination	State Bond	17,200
7.	Boulder Gorge Section: Grading & Topping	54 FAS	46,800
8.	McMinnville Airport-Dayton Jct. Section: East Unit, Grade Separation Structures (2)	56 FAS	129,900
9.	Hinkle-Bucks Corner Section: U'xing Structure, Grading and Oiling	56 FAS	174,800
10.	Nehalem River (Birkenfeld) Bridge Section: Bridge, Grading and Stone Base	57 FAS	139,900
11.	Meda Bridge Section: Bridge, Grading and Topping	57 FAS	94,800
12.	Nehalem River Bridge (FAS 615-Tillamook Co.)	56 FAS-C	160,000
13.	Knowles Cr.-Turner Cr. Tunnel Section (FAS 238-Lane Co.): (Co-op) Grading	57 FAS-C	793,200
14.	Suntex Junction Bridges (2)	55 State	33,800

December 16, 1955

December 19 and 20, 1955 - Continued

15.	Division No. 4 Guard Rail	56 State	$ 15,300
16.	Umatilla Bridge Jct.-Hermiston Jct. Section: Grading and Pavement Widening	56 State	50,100
17.	Hunsacker Lane-Fir Lane Section: Traffic Signals	56 Min.B.	9,900
18.	East Springfield Section, Traffic Signals	56 Min.B.	5,900
19.	Willamette Hwy. Jct. Illumination	56 Min.B.	10,200
20.	Ashland-State Line Rock Production	56 R.Prod.	38,600
			$4,108,100

January, 1956

1.	Hess Creek (Newberg) Section: Roadside Improvement	56 FA	$ 10,000
2.	Valley Junction-Sheridan Section: Wallace Bridge-Sheridan Unit, Structures	56 FA	300,000
3.	Tillamook-Donaldson Creek Section: Structures, Grading & Partial Paving	57 FA	530,000
4.	Valley Junction-Sheridan Section: Wallace Bridge-Sheridan Unit, Grading	57 FA	587,500
5.	West Fork-Illinois River Bridge	57 FA	190,000
6.	Myrtle Creek-Canyonville Section: Fords Bridge Unit, Grade Separation Structure	57 FA	46,000
7.	Helman St.-3rd St. (Ashland Section): Bridges (2)	57 FA	86,000
8.	Olds Ferry-Ontario Section: Grade Separation Structure (Sta. 211)	57 FA	40,000
9.	Banfield Expressway: Union Ave.-42nd Ave. Section 21st Ave. Structure, Grading & Paving	56 FAU	147,000
10.	Willamette River (Springfield) Bridge Section: Bridge, Grading & Paving	57 FAU	811,000
11.	Nyssa Bridge Section: Bridge, Grading & Paving	(55 FAS (56 FAS	151,000 89,000
12.	Chehalem Mtn.-Newberg Section: Grading & Paving	57 FAS	131,000
13.	Sublimity Gun Club-Stout Creek Section: Structures (2)	57 FAS	70,000
14.	Lost River-Hatfield Jct. Section: Grading & Paving	57 FAS	220,000
15.	Ukiah-Forest Boundary Section: Bridge, Grading & Topping	57 FAS	285,000
16.	Idaho Line-Sucker Creek Section: Grading & Paving	57 FAS	70,000

December 16, 1955

January, 1956 - Continued

17.	Yaquina River (Toledo) Bridge (FAS 584-Lincoln Co.):	(55 FAS-C	$ 8,000
		(56 FAS-C	73,000
		(57 FAS-C	73,000
18.	Oak Creek Bridges (2) (FAS 216 & 569-Linn County):	57 FAS-C	20,000
19.	Short Creek Section (FAS 616-Tillamook Co.): Grading	57 FAS-C	65,000
20.	McKee (Applegate River) Bridge (FAS 559-Jackson Co.)	57 FAS-C	63,000
21.	Weaver (Wallowa River) Bridge (FAS 491-Wallowa Co.):	57 FAS-C	34,000
22.	East Parkrose Section, Paving	55 State	11,000
23.	Ross Island Bridge On-Ramp Section: Grading, Paving & Roadside Improvement	55 State	30,000
24.	Rooster Rock Park Interchange Section: Structure, Grading & Paving	(55 State	130,000
		(Park Impr.	120,000
25.	Reese Creek Section: Grading & Pavement Widening	56 State	14,000
26.	Messner O'xing, Rebuild Approach	55 Sp.M.	30,000
27.	Lapine-Silver Lake Section: South Unit, Oiling	(56 Sp.M.	52,000
		(56 R.Prod.	7,000
28.	Powell Blvd. (Portland) Section: 122nd & 136th Avenues, Traffic Signals	56 Min.B.	10,000
29.	Casey Park Section: Grading & Oiling	56 Min.B.	42,000
30.	Division II Rock Production	56 R.Prod.	46,500
31.	Division III Rock Production	56 R.Prod.	35,000
32.	Division IV Rock Production	56 R.Prod.	53,000
33.	Division V Rock Production	56 R.Prod.	120,000
			$4,800,000

March 1956

1.	Forest Grove-Hillsboro Section: Cornelius-Hillsboro Unit, Grading & Paving	57 FA	$ 500,000
2.	Forest Grove-Hillsboro Section: Cornelius-Hillsboro Unit, Dairy Creek Bridge	57 FA	100,000
3.	Dolph Corner-Rickreall Section: Paving	57 FA	288,000
4.	North Brookings Section: Grading & Paving	57 FA	162,000

December 16, 1955

March 1956 - Continued

5.	Olds Ferry-Ontario Section: Guard Rail & Snow Fence	57 FA	$ 70,000
6.	Clay St.-Columbia St. Traffic Interchange: Roadside Improvement	54 FAU	20,000
7.	Oakland Interchange Structure	Bond	67,000
8.	Goshen-Medford Section: Goshen-Anlauf Unit, Illumination	State Bond	43,000
9.	Goshen-Medford Section: Shady-Myrtle Cr. Unit, Illumination	State Bond	36,000
10.	Elkton-Sutherlin Highway: Section to be selected, Grading & Paving	56 FAS	257,700
11.	Molalla River (Meadowbrook) Bridge Section: (Clackamas Co.), Bridge, Grading & Paving	57 FAS	130,000
12.	Willamette River (Newberg) Bridge Bridge Piers	57 FAS	500,000
13.	Walton-Noti Section: Grading & Oiling	57 FAS	300,000
14.	Calapooya River (Albany) Bridge: Bridge & Grading	57 FAS	50,000
15.	Van Sycle-Helix Section (FAS 467-Umatilla Co.): Grading & Oiling	(55 FAS-C	13,000
		(56 FAS-C	127,000
16.	Halsey St.-South Section (FAS 654-Multnomah Co.): Grading & Paving	57 FAS-C	444,000
17.	Yamhill River (Lafayette) Bridge (FAS 586-Yamhill Co.)	57 FAS-C	135,000
18.	Rock Cr. & Beaverton Cr. Bridges (FAS 676-Washington Co.): Bridges (3) & Approaches	57 FAS-C	100,000
19.	Luckiamute River Section (FAS 193-Polk Co.): Bridge, Grading & Oiling	57 FAS-C	117,000
20.	Tangent Junction-Oak Creek School Section (FAS 216-Linn Co.): Paving	57 FAS-C	54,000
21.	Rock Creek Haines Section, Middle Unit & Muddy Cr. School-Haines Jct. Section (FAS 507 & 508-Baker Co.): Oiling	57 FAS-C	52,000
22.	S. E. Stark St.-Powell Valley Rd. Section: (FAS 582-Multnomah Co.): Grading & Paving	57 FAS-C	80,000
23.	Banks Section: Grading & Paving	55 State	14,000
24.	Clackamas River Park Interchange Section: Grading & Paving	56 State	17,000
25.	North Oakland Section: Grading & Paving	56 State	14,000
26.	Nehalem River (Vinemaple) Bridge Section: Bridge, Grading & Paving	56 State	167,000
27.	Cape Creek Tunnel, Relining	56 Sp.M.	90,000

December 16, 1955

March 1956 - Continued

28.	La Grande-North Powder Section: Pavement Sealing	56 Sp.M.	$ 50,000
29.	Stout Cr.-Mill City Section: Pavement Sealing	56 Sp.M.	15,000
30.	Sheridan-Deer Cr. Section: Pavement Sealing	56 Sp.M.	4,000
31.	Nehalem Drawbridge, Drawrest & Dolphin Replacement	56 Sp.M.	35,000
32.	Klamath River (Spencer) Bridge: Rail Replacement	56 Sp.M.	16,000
33.	McTimmonds Creek Bridge	56 Sp.M.	15,000
34.	12th St.-Boyd St. (Medford) Section: Paving	56 Min.B.	10,800
35.	Divisions 1 & 2 Guard Rail Project	56 Min.B.	12,700
36.	Division No. 2 Bridge Replacement Project: (6 Units) Culverts, Grading & Stone Base	56 Min.B.	52,000
37.	Hillsboro (10th & Dennis Avenues) Traffic Signals	56 Min.B.	27,000
38.	Division I Rock Production	56 R.Prod.	35,000
39.	Division II Rock Production	56 R.Prod.	42,000
40.	Division III Rock Production	56 R.Prod.	30,000
41.	Division IV Rock Production	56 R.Prod.	60,000
42.	Division V Rock Production	56 R.Prod.	120,000
			$4,472,200

April, 1956 and Later

1.	Tigard-Newberg Section: Tualatin River-Middleton Unit, Miscellaneous Work	56 FA	$ 40,000
2.	Meacham-Glover Section: Glover O'xing Structure	56 FA	70,000
3.	Meacham-Glover Section: Guard Rail & Fencing	57 FA	50,000
4.	Banfield Expressway: Union Ave.-42nd Ave. Section, 28th Ave. Structure, Grading & Paving	56 FAU	118,000
5.	Banfield Expressway: Union Ave.-42nd Ave. Section, 12th Ave. Structure, Grading & Paving	56 FAU	169,000
6.	Banfield Expressway: Union Ave.-42nd Ave. Section, Grand Ave. Structure, Grading & Paving	56 FAU	155,000
7.	Banfield Expressway: Union Ave.-42nd Ave. Section, Work to be Selected	56 FAU	241,000
8.	Sixth St. (Klamath Falls) R. R. O'xing Section: Landscaping	56 FAU	40,000

December 16, 1955

April, 1956 and Later - Continued

9.	Banfield Expressway: Union Ave.-42nd Ave. Section, Landscaping	57 FAU	$ 70,000
10.	Banfield Expressway: Union Ave.-42nd Ave. Section, Guard Rail, Fencing & Other Work	57 FAU	30,000
11.	Barbur Blvd.-Willamette River Section: Miscellaneous Work	Bond	23,000
12.	Willamette River-Hayesville Section: Miscellaneous Work	Bond	229,000
13.	Gold Beach-Pistol River Section: Gold Beach-Hunter Creek Unit	Bond	340,000
14.	Gold Beach-Pistol River Section: Unit 1, Hunter Creek-Myer Creek	Bond	493,000
15.	Gold Beach-Pistol River Section: Myer Creek-Pistol River Unit	Bond	560,000
16.	Deady-Shady Section: Miscellaneous Work	Bond	45,000
17.	Shady-Canyonville Section: Shady-Booth Ranch Unit, Guard Rail & Other Work	Bond	50,000
18.	Yellow Creek (Gaylord) Section: Culvert, Grading & Stone Base	57 FAS	25,000
19.	Beaver Creek School-Twin Bridges Section (FAS 206-Benton Co.): Oiling	57 FAS-C	5,000
20.	Boones Ferry Rd.-Oswego Section (FAS 680-Clackamas Co.): Grading & Paving	57 FAS-C	160,000
21.	Chrome Plant R. R. O'xing (FAS 677-Coos Co.): Structure & Approaches	57 FAS-C	188,000
22.	Barnes Butte Road Section (FAS 683-Crook Co.): Grading & Stone Base	57 FAS-C	57,000
23.	Pruner (S. Umpqua River) Bridge (FAS 244-Douglas Co.):	57 FAS-C	120,000
24.	Vale-Grand Ave. Section, S. Unit (FAS 515-Malheur Co.): Grade, Surface & Oil	57 FAS-C	146,000
25.	Heppner-Forest Boundary Section, W. Unit (FAS-682 - Morrow Co.): Oil mat surfacing	57 FAS-C	55,000
26.	Moro Jct.-Monkland Section (FAS 665-Sherman Co.): Oiling	57 FAS-C	26,000
27.	County Fairgrounds-Grass Valley Canyon Section (FAS 666-Sherman Co.): Oiling	57 FAS-C	7,000
28.	Cayuse-Thornhollow Section (FAS 472-Umatilla Co.): Grading & Oiling	57 FAS-C	127,000

December 16, 1955

April, 1956 and Later - Continued

29.	Iowa School-La Grande Section (FAS 478-Union Co.): Stone Base & Oiling	57 FAS-C	$ 100,000
30.	Spray-Waterman Section: Parish Creek Unit (FAS 318-Wheeler Co.), Grading	57 FAS-C	74,000
31.	Yamhill-Carlton Jct. Section: Oiling	56 State	19,000
32.	Molalla-Springwater Section: Oiling	56 State	66,000
33.	Molalla Jct.-Marquam Section: Pavement Sealing	56 State	8,000
34.	Alpha Section (Alsea-Deadwood Hwy.): Oiling	56 State	12,000
35.	Springfield-Walterville Section, E. Unit: Grading & Paving	56 State	150,000
36.	Junction City-Prairie Road Section: Shoulder Oiling	56 State	10,000
37.	Divide-Anlauf Section: Shoulder Oiling	56 State	16,000
38.	Division No. 4 Shoulder Oiling Project (3 Units)	56 State	57,000
39.	Ontario-Nyssa Section: Shoulder Oiling	56 State	21,000
40.	Farmington Jct. Interchange Section: Grading	56 State	10,000
41.	Zupke Curve-Bethel Cr. Section: Grading & Paving	56 State	50,000
42.	Wilson River Bridge (5th Crossing)	56 State	55,000
43.	Wilson River Bridge (Devils Lake Fork)	56 State	48,000
44.	Gales Creek (Wilson River Hwy.) Bridge Replacement	56 State	10,000
45.	Eckman Slough Bridge	56 State	80,000
46.	Beech Creek (Mt. Vernon) Bridge	56 State	28,000
47.	Quartz Cr. Summit Section: Grading & Pavement Widening	56 State	30,000
48.	Humbug Summit Section: Grading & Pavement Widening	56 State	60,000
49.	Glenada Hill Section: Grading & Pavement Widening	56 State	30,000
50.	Shogren O'xing-Hog Lake Section: Oil Mat Widening	56 State	15,000
51.	Mill Cr.-Warm Springs Agency Section: Guard Rail	56 State	10,000
52.	Detroit Reservoir Guard Rail Project	56 State	16,000
53.	Salt Creek Tunnel Section: Illumination	56 State	15,000
54.	Salt Creek Tunnel Section: Heat Tunnel Floor	56 State	60,000

December 16, 1955

April, 1956 and Later - Continued

55.	8th St.-14th St. (Coos Bay) Section: Grading and Paving	56 State	$ 43,500
56.	Neahkanie Mountain Section: Cut Sloping	56 Sp.M.	10,000
57.	Willamette River (Oregon City) Bridge, Painting	56 Sp.M.	18,000
58.	Columbia Slough Bridge, Painting	56 Sp.M.	12,000
59.	Santiam River Bridge, Painting	56 Sp.M.	30,000
60.	Coal Bank Slough, Coquille River & Siuslaw River Bridges, Painting	56 Sp.M.	15,000
61.	Siletz River (Ojalla & Fuller) Bridges, Painting	56 Sp.M.	14,000
62.	S. Fork Coquille River (Powers) Bridge, Rebuild Approaches	56 Sp.M.	65,000
63.	S. Fork Coquille River (Hoffman) Bridge, Painting	56 Sp.M.	5,000
64.	Rogue River (Robertson) Bridge, Painting	56 Sp.M.	5,000
65.	Division II Rock Production	56 R.Prod.	27,500
66.	Division III Rock Production	56 R.Prod.	32,350
67.	Division IV Rock Production	56 R.Prod.	71,400
68.	Division V Rock Production	56 R.Prod.	126,250
69.	Megler Ferry Terminal, Ferry Slip	Fy.Slip	18,000
			$5,182,000

December 16, 1955

SUMMARY

55 FA Projects	$ 135,000
56 FA Projects	994,200
57 FA Projects	5,362,400
54 FAU Projects	38,800
56 FAU Projects	2,542,500
57 FAU Projects	2,269,600
56 FAI Projects	323,500
57 FAI Projects	1,765,500
Bond Projects	3,253,600
State Bond Projects	140,700
54 FAS Projects	46,800
55 FAS Projects	759,500
56 FAS Projects	1,151,100
57 FAS Projects	3,126,800
55 FAS-C Projects	21,000
56 FAS-C Projects	743,400
57 FAS-C Projects	3,330,700
55 State Construction Projects	234,100
56 State Construction Projects	1,196,900
55 Special Maintenance Projects	30,000
56 Special Maintenance Projects	451,000
55 Minor Betterment Projects	20,300
56 Minor Betterment Projects	180,500
55 Rock Production Projects	23,300
56 Rock Production Projects	960,000
Park Improvement Projects	120,000
Park Buildings	100,800
Buildings	16,300
Ferry Slip	18,000
	$29,356,300

December 16, 1955

FOR FILING

FORM 830—50M—4-54—74386

F-18X(3)

3754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1956

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Mr. ~~Charles O'Neill~~, a contractor who does work for the Highway Department, and Mr. Simms, an engineer who has appeared as a witness against the State in the case of Tomasek vs. State involving property in the vicinity of the Pacific Highway crossing the Santiam River south of Salem, have been spectators in the courtroom during the current trial of the case of Natt McDougall Co. vs. State of Oregon.

I understand that Mr. O'Neill has submitted a claim against the department for additional compensation under the provisions of the old Specification No. 8-11; however, I have not seen his claim or have any information concerning the details of the same, and it may be that Mr. Simms is planning on doing some work for Mr. O'Neill or for some other contractor with respect to a claim against the State. I am calling this matter to your attention and to the attention of the persons to whom copies of this letter is being given so that you may be forewarned should either of these gentlemen call upon offices of the Highway Department to secure information, maps or other data, in which event such information should be refused until they disclose the purpose for the same, and I further suggest that this office be advised before the information or material is released.

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:aj
cc - Mr. S. H. Probert
Mr. Forrest Cooper
Mr. P. M. Stephenson
Mr. H. I. Simpson

NOTED
State Highway Engineer

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JAN 6 1956
FOR FILING

Suit Underway Against State For $295,708

Trial got underway Thursday in a $295,708.13 suit against the State Highway Department brought by a contracter who claims he was misled by the department's specifications in placing a bid on a Lane County project.

The case, being heard in the Marion County Circuit Court of Judge Val D. Sloper, involves a suit brought by Natt McDougall Co. of Portland on a transfer from Lane County courts.

Today the jury will be taken to the Siuslaw Highway section between Junction City and Florence where the project in contention is located.

Jack McDougall of the firm contends that he offered a bid on the excavation and fill project on the basis of information shown in the highway department plans. He said most of the excavation, for a 200-foot deep cut, was through solid rock raising his field costs to $502,772.20 in contrast to his bid of $260,570.42.

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PF 182(c)
5754

With reference to the character of the materials, advise that the material in the big cut was unclassified excavation and was understood, therefore, to include all types of excavation, including solid rock. There was, therefore, nothing in our plans which was intended to indicate the character of the material except as follows: "The cleanest, soundest and hardest materials of suitable size and quality obtained from roadbed excavations and other excavations, throughout the project, shall be reserved in required quantities and used in the upper portion of the roadbed embankments and in backfilling work throughout the length of the project."

On the Coast, where the material is composed of sedimentary sandstone and shales, and due to the fact that some of the materials disintegrate quite rapidly when exposed to air, it has long been the custom to use 1:1 slopes in excavations where rock would be encountered and, in certain other cases, to use 1½:1, and, in shallow cuts, 2:1 or flatter. Many times in rock materials the material slakes down so that it will fill the voids in the compacted embankments. In other cases the rock will break in large fragments and will not decompose, so there is considerable voidage, and, therefore, the material instead of shrinking will swell.

Our plans and specifications are carefully worked up to place the full responsibility for determining the character of material and the method of excavation directly upon the contractor, and no representation or guarantee is made as to the classification of the material. In former days we endeavored to classify the material, but the contractors bid all classifications at the same rate. Grading contractors become especially skilled in judging the character of material to be found in excavation and wish to assume the risks inherent thereto. The entire practice of grading construction is based upon the assumption of such risks by the contractors, who are essentially gamblers and obtain many of their jobs by outguessing the other contractors in the manner of estimating the character of materials, the cost of the work and particularly by developing better methods of handling the materials. Many contractors never consult with any of the engineers in bidding a job.

The specifications of 1:1 slope and the determination of the shrinkage and swell are not considered a representation as to the classification of the material to be encountered. Sedimentary rocks have such variable characteristics with respect to shrinkage or swell that it is impossible to accurately forecast it. Likewise, in general, sedimentary rocks weather so badly that it is rather foolish to stake on a slope less than 1:1. Actually the anticipated shrinkage factor in this job was quite near the final result.

The mere fact that the rock encountered was perhaps more difficult to excavate than anticipated is a hazard of the contracting business.

(Copied 12-29-55)

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OCT 13 1955
FOR FILING

[illegible]

10-3-55

Mr. Baldock -
Mr. Williams -

NOTED
State Highway Engineer

Mr. Enfield asked me to tell you that the Natt McDougall case has been set for January 4 or 5.

H. I.

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AUG 1[illegible] 1955
FOR FILING

FORM E-30X—50,000—10-54—79484
PF 153 (3)

7754

W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 18, 1955

SUBJECT: Natt McDougall Company
v. State Highway Commission
Case No. 41131
Our Files: L-2189
Low Pass Section
Siuslaw Highway

To:

Mr. Tom Edwards
Division Engineer
Oregon State Highway Department
Roseburg, Oregon

Dear Mr. Edwards:

Please refer to Mr. Forrest Cooper's letter of August 16, 1955, in which he advises that you and Resident Engineer Putnam are to be in Salem at 10:00 A.M. on Tuesday morning, August 23rd, to confer with members of the Legal Department on the Natt McDougall matter.

The time for that conference has been changed to 9:00 A.M. on Tuesday morning, August 23rd.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk
✓cc: Mr. W. C. Williams
Mr. Forrest Cooper

RECEIVED
AUG [illegible] 1955
FOR FILING

FORM E-30X 37½ 3-54 73730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16th, 1955

SUBJECT:

To: Mr. Tom Edwards
Division Engineer

You and Resident Engineer Putnam are to be in Salem at 9:00 ~~10:00 A.M.~~ on Tuesday morning, August 23rd, to confer with members of the Legal Department on the Matt McDougall matter.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams
C. W. Enfield

RECEIVED
AUG 17 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 9 - 1955
FOR FILING

RF-188(3)

3764

Salem, Oregon
August 9, 1955

Mr. W. C. Williams

Mr. C. W. Enfield

I have marked in my book a conference at 10:00 a.m., August 23, to discuss the McDougall case with you gentlemen. I would appreciate your moving that up to 9:00 a.m. because it is necessary to have a meeting on Civil Defense at 10:00.

R. H. Baldock

RHB:hi

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FOR FILING

FORM E-30 25M 9 51 92319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 9, 1955

W. C. WILLIAMS

SUBJECT:

To: Mr. W. C. Williams
Mr. C. W. Enfield

I have marked in my book a conference at 10:00 a.m., August 23, to discuss the McDougall case with you gentlemen. I would appreciate your moving that up to 9:00 a.m. because it is necessary to have a meeting on Civil Defense at 10:00.

R. H. Baldock

RHB:hi

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FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1955

To: Mr. Lewis E. Scott
Geology Department
Office ✓

SUBJECT: Natt McDougall Co.
vs.
State of Oregon
Our file: L-2189
Case No. 41131
Low Pass Section
Siuslaw Highway

NOTED
W. C. WILLIAMS

Dear Lew:

Hugh Biggs, who represents the plaintiff in the case of Natt McDougall vs. State of Oregon, says that he is desirous of taking your deposition.

I would appreciate being informed as to when you will be available.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

RALPH WYCKOFF

RW:ap

cc: H. G. Smith
W. C. Williams ✓

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JUN 1 1955
FOR FILING

FORM 830—50M—4-54—74886

B

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 27, 1955

SUBJECT:

To: Mr. C. W. Enfield
Chief Counsel

In connection with the data that we are assembling for possible use in the Natt McDougall case, Low Pass project, Lane County, I hand to you herewith cross-sections that were taken by our field crew under the direction of Carl Peterson, resident engineer, showing the slopes on the cuts which were removed by the Natt McDougall Company on the S. P. & S. Railroad northerly from the town of Buxton.

While there is, of course, some variation in the slopes, it would appear from an examination of the sections that it was the intent to remove the material on a 1:1 slope.

The roll of cross-sections handed to you herewith is the only one extant and no copy is being kept by the Construction Office. I assume that you will make it a part of the records in the Natt McDougall case.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:jv
Attach.
cc: W. C. Williams

FORM 230—30M—10-54

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 2, 1955

W. C. WILLIAMS

SUBJECT:

To: Mr. C. W. Enfield
Chief Counsel

We have been making some preliminary investigation in connection with the McDougall case on Low Pass in the nature of a study of the slopes that have been used on a large group of projects that have been constructed in the last 5 or 6 years in Western Oregon.

It was my intention to transmit to you a copy of this preliminary information for your perusal and then in conference with you determine future course of action. It is probable that we will want, at least on a part of these jobs, geological or other reports. The report herein referred to was picked up in this office by Frank Towle and we do not have sufficient copies to make further distribution. If you deem it necessary, I will have duplicate sets made for you, otherwise I will assume that you are working from the set picked up by Towle.

I will be glad to confer with you on this matter when you wish.

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams

Information on Cut Slopes
Obtained from Construction Records
April, 1955

South Myrtle Point Section   Coos Bay-Roseburg Hwy.   C.C. McKinney   1949   Cont.3171
Maximum cut 25 feet. Staked at 1:1, Overbreak to same slope stake.

Yellow Creek-Calapooya Creek Sec.   Elkton-Sutherlin Highway   L.H. Young   1948-49 Cont.2997
Cut 686+50-695+50, Max. cut 39 ft., 1:1 slopes, overbreak to same slope stake.
" 708+75-719+50, " " 58 ft., ½:1 " " " " " "
" 721+50-728+77, " " 20 ft., ½:1 " broke to 3/4:1.
" 732+50-735+92, " " 13 ft., 1½:1 " held.
" 740+94-746+50, " " 34 ft., 1:1 " held.
" 749+78-752+50, " " 20 ft., 1½:1 " held.
" 754+68-756+83, " " 52 ft., 1:1 " breaks with some slopes steeper.
" 760+00-770+50, " " 60 ft., 1:1 " breaks with sluffing from top.
" 772+50-784+00, " " 25 ft., 1:1 held.
" 793+50-795+50, " " 27 ft., 1:1 " held.
" 801+00-804+50, " " 51 ft., 1:1 " held.
" 808+50-814+00, " " 36 ft., 1½:1 " held.
" 830+50-832+50, " " 21 ft., 1½:1 " breaks with some slopes steeper.
" 835+50-840+33, " " 45 ft., 1:1 " breaks with some slopes steeper.
" 842+44-847+00, " " 19 ft., 1¼:1 " held.
" 866+50-881+00, " " 31 ft., 1¼:1 " held.
" 907+00-914+50, " " 19 ft., 1¼:1 " held.
" 925+15-928+15, " " 19 ft., 1¼:1 " held.
" 973+00-976+00, " " 50 ft., 1¼:1 " held.
" 983+00-988+67, " " 23 ft., 1¼:1 " held.
" 990+00-994+08, " " 26 ft., 1¼:1 " held.
" 1018+00-1022+61," " 26 ft., 1¼:1 " held.
" 1038+39-1042+82," " 63 ft., 1¼:1 " held.
" 1044+81-1050+00," " 34 ft., 1¼:1 " held.
" 1063+00-1073+50," " 21 ft., 1¼:1 to 1½:1 slopes, held.

Coaledo-Chrome Plant Section   Oregon Coast Hwy.   C.C. Gall   1948-49 Cont.3058
Cut at 600±. Max. cut 14 feet, 2:1 slopes, held.
" " 609±. " " 21 ft., 1:1 " held.
" " 614±. " " 75 ft., 1:1 " overbreak to steeper slopes.
" " 619±. " " 63 ft., 1¼:1 " held.
" " 624±. " " 75 ft., 1¼:1 " held.
" " 635±. " " 70 ft., 1¼:1 " held.
" " 648±. " " 45 ft., 1¼:1 " sluffed from top.
" " 661±. " " 35 ft., 1¼:1 " held.
" " 667±. " " 19 ft., 1¼:1 " held.
" " 681±. " " 21 ft., 1½:1 " held.

Agate Beach-Newport Section   Oregon Coast Hwy.   S.F.Walters   1948-49 Cont.3032
Largest cut is 8 feet.

Sheeley Bridge-Sunset Camp Sec.   Upper Nehalem Co. Rd.   A. B. Doan   1949   Cont.3106
Grader work contracted.

Delmar-Coaledo Section Oregon Coast Highway C.C. Gall 1948-9 Cont. 3057
Cut at 430±, Max. cut 45 ft., 1½:1 slopes, held.
" " 437±, " " 23 ft., 1½:1 " "
" " 442±, " " 24 ft., 1½:1 " "
" " 455±, " " 37 ft., 1½:1 " "
" " 468±, " " 120 ft., 1:1 " broke steeper in places to 3/4:1 slopes approx
" " 477±, " " 27 ft., 1½:1 " held.
" " 488±, " " 24 ft., 1½:1 " "
" " 496±, " " 24 ft., 1½:1 " "
" " 500±, " " 25 ft., 1½:1 " "
" " 531±, " " 22 ft., 1½:1 " "
" " 536±, " " 50 ft., 1½:1 " "
" " 550±, " " 60 ft., 1½:1 " shows additional exc. for borrow.
" " 15473±, " " 52 ft., 1:1 " remeasure slightly steeper.
" " 15475±, " " 58 ft., 1:1 " held.
" " 440±, " " 1½:1 slopes, slide to 2:1 approx. on top.

Noti-Elmira Section Territorial Highway J. C. Chapman 1950 Cont. 3271
Not applicable. No grading.

Rainier-Goble Section Columbia River Hwy. A.V. Benedict 1948-9-50 Cont. 3006
Cut at 405±, Max. cut 70 ft., orig. slope not shown, remeasure 1:1 to 1½:1 slopes.
" " 426±, " " 20 ft., 1:1 slope, held.
" " 434±, " " 28 ft., 1:1 " "
" " 443±, " " 34 ft., 1:1 " "
" " 446±, " " 1:1 " slide to 1½:1 approx.
" " 451±, " " 40 ft., 1:1 " held.
" " 490±, " " 80 ft., orig. slope not shown, remeasure at 1:1 slope approx.
" " 495±, " " 70 ft., " " " " " " ½:1 " "
" " 501±, " " 60 ft., " " " " " " 1:1 to 1½:1

Inder Creek-Murphy's Camp Section Umpqua Highway C.C.McKinney 1949-50 Cont. 3172
Cut at 654±, Max. cut 30 ft., 3/4:1 slopes, mostly underbreak as steep as ½:1.
" " 667±, " " 90 ft., 1:1 " overbreak but averaged 1:1.
" " 671±, " " 60 ft., 3/4:1 " small underbreak.
" " 724±, " " 30 ft., 1:1 " held.
" " 737±, " " 37 ft., ½:1 " overbreak; some slopes steeper.
" " 738±, " " 75 ft., 1:1 " held.
" " 756±, " " 35 ft., 1:1 " held.
" " 760±, " " 58 ft., 3/4:1 " overbreak to same slope stakes.
" " 773±, " " 56 ft., 1:1 " overbreak and underbreak to same slope stakes.
" " 784±, " " 62 ft., 1:1 " held.
" " 788±, " " 64 ft., 3/4:1 " overbreak and underbreak to same slope stakes.

Marks Ranch-Lone Rock Bridge Sec. N. Umpqua Co. Rd. L.H. Young 1949-50-51 Cont.3227
Cut at 832±, Max. cut 40 ft., 1½:1 slopes, cut back to prevent slide.

Summit-Lobster Valley Section Alsea-Deadwood Hwy. Kenneth Boardman 1951 Cont.3491
Cut at 379±, Max. cut 40 ft., 1:1 slopes, remeasure averages 1:1.
" " 384±, " " 50 ft., 1:1 " held.
" " 391±, " " 50 ft., 1:1 " overbreak to same slope stake.
" " 397±, " " 35 ft., 1:1 " " " " " "

Summit-Lobster Valley Section Alsea-Deadwood Highway, cont'd.
Cut at 402±, Max. cut 27 ft., 1:1 slopes, held.
" " 405±, " " 32 ft., 1:1 " overbreak to same slope.stake.
" " 420±, " " 48 ft., 1:1 " " " " " "
" " 425±, " " 83 ft., 3/4:1 " " " " " "
" " 428±, " " 65 ft., 3/4:1 " held.
" " 433±, " " 62 ft., 1½:1 " overbreak back from top.
" " 445±, " " 27 ft., 3/4:1 " overbreak to same slope stake.
" " 453±, " " 33 ft., 3/4:1 " " " " " "
" " 457±, " " 46 ft., 3/4:1 " " " " " "
" " 464±, " " 40 ft., 3/4:1 " " " " " "
" " 477±, " " 44 ft., 3/4:1 " held.
" " 494±, " " 27 ft., 1:1 " held.

Fisher Road-Oak Hill Section Richardson-Eugene Hwy. E.E. Umphlette 1950-51 Cont.3253
Not applicable. Cuts too small.

Chrome Plant-Cedar Point Section Oregon Coast Highway C.C.Gall 1950-51 Cont. 3380
Cut at 696±, Max. cut 44 ft., 1:1 slope, grade widened with 3/4:1 slopes.
" " 700±, " " 75 ft., 1:1 slope, held. At 703 changes to 3/4:1 and at 704
changes to ½:1 and wouldn't hold. Slope benched.
" " 725±, " " 32 ft., 1:1 slope, held.
" " 733±, " " 75 ft., 1:1 slope, held.
" " 742±, " " 75 ft., 3/4:1 slope, benched.
" " 743±, " " 90 ft., 3/4:1 " held.
" " 748±, " " 68 ft., ½:1 " then 3/4:1
" " 755±, " " 45 ft., 3/4:1 " overbreak to same slope stake.
" " 761±, " " 35 ft., ½:1 " held.
" " 782±, " " 65 ft., 1:1 " "
" " 791±, " " 52 ft., 1:1 " "
" " 803±, " " 37 ft., 1:1 " "

Eddyville-Nashville Section Eddyville-Blodgett Highway B.P.Huntley 1952 Cont. 3698
Not applicable. Grading on hourly rental basis.

Bunker Hill Section Oregon Coast Highway C.C.Gall 1952 Cont. 3649
Not applicable. Cuts too small.

Tunnel Point Section Wilson River Highway Lowell Johnston 1952 Cont. 3611
Cut 250 ft. Maximum. ½:1 slope to bench then 1:1 slope to top.

Pittsburg-Wilson Creek Section Pittsburg-Scappoose Co. Rd. James Don 1952 Cont. 3595
Cut at 936±, Max. cut 18 ft., 1½:1 slopes, held.
" " 941±, " " 24 ft., 1½:1 " "

Siletz-Logsden Section Siletz-Logsden Co. Rd. B.P.Huntley 1951-52 Cont. 3481
Cut at 19±, Max. cut 13 ft., 1:1 slope, held.
" " 26±, " " 10 ft., 1:1 " subgrade exc., refill at 1½:1
" " 137±, " " 94 ft., 1:1 " slid from top or broke back.
" " 142±, " " 48 ft., ½:1 " overburden broke from top.
" " 147±, " " 36 ft., 3/4:1 " slid from back of top of cut.

Big Creek Section   Oregon Coast Highway B.P.Huntley 1951-52 Cont. 3471
Cut at 963±, Max. cut 32 ft., 1¼:1 - 1½:1 slopes, held.
" " 970±, " " 43 ft., 1½:1 slope, overbreak to same slope stakes.
" " 977±, " " 62 ft., 1½:1 slope, overbreak back of top.
" " 987±, " " 35 ft., 1½:1 " overbreak to same slope stake.
" " 996±, " " 27 ft., 1½:1 " " " " " "

Sheridan-Deer Creek   Salmon River Highway Maurice Juve 1952 Cont. 3613
Cut at 68±, Max. cut 22 ft., ½:1 to 1:1 slope, held.
" " 34±, " " 20 ft., 1½:1 slope, slid way back.
" " 41±, " " 36 ft., ½:1 " held.
" " 53±, " " 20 ft., 2/3:1 " held.

Big Creek Section   Columbia River Highway D.C.King 1951-52 Cont. 3558
Cut at 510±, Max. cut 17 ft., 1½:1 slope, held.
" " 515±, " " 16 ft., 2:1 " "
" " 544±, " " 28 ft., 1½:1 " "
" " 567±, " " 44 ft., 1½:1 " "

Cedar Point-Coquille Section   Oregon Coast Highway G.A. Barnhart 1951-52 Cont. 3464
Cut at 806±, Max. cut 18 ft., 1½:1 slope, held.
" " 814±, " " 14 ft., 1½:1 slope, held.
" " 823±, " " 58 ft., 1½:1 " "
" " 852±, " " 8 ft., ½:1 " special borrow.
" " 860±, " " 15 ft., 1½:1 " held.
" " 864±, " " 13 ft., 1½:1 " "
" " 874±, " " 23 ft., 1½:1 " "
" " 889±, " " 18 ft., 1 3/4:1 " "
" " 908±, " " 17 ft., nearly vertical for special borrow.

Cannon Beach-Arcadia Section   Oregon Coast Highway J.H.Scott 1951-52 Cont. 3566
Cut at 393±, Max. cut 33 ft., 1½:1 slope, held.
" " 398±, " " 69 ft., 1½:1 " some back to 3:1 slope approx.
" " 403±, " " 76 ft., 1 1/3:1 to 1½:1 slopes. Evidently introduced a ditch section and used same slope stakes.

Bunker Hill-Delmar   Oregon Coast Highway C.C.Gall 1951-52-53 Cont. 3512
North Bound
Cut at 111±, Max. cut 20 ft., 1½:1 slope, held.
" " 125±, " " 14 ft., 1½:1 " "
" " 167±, " " 15 ft., 1½:1 " "
" " 275±, " " 11 ft., 1½:1 " "
" " 298±, " " 33 ft., 1:1 " "
" " 307±, " " 46 ft., 1:1 " "
" " 321±, " " 31 ft., 1:1 " held at 1½:1.
" " 355±, " " 15 ft., 1½:1 " held.
" " 370±, " " 19 ft., 1½:1 " "
" " 399±, " " 17 ft., 1½:1 " "
" " 419±, " " 15 ft., 1½:1 " "
South Bound
Cut at 103±, " " 40 ft., 1:1 slope, held.
" " 104+50±, " " 74 ft., 1:1 " "
" " 110+23±, " " 58 ft., 1:1 " partly sluffed back.
" " 125±, " " 21 ft., 1:1 " held.

(continued on page 5.)

Bunker Hill-Delmar Oregon Coast Highway, cont'd.
South Bound, cont'd.
Cut at 132±, Max. cut 12 ft., 1:1 slope, held.
" " 142+50, " " 12 ft., 1:1 " "
" " 165±, " " 52 ft., 1:1 " "
" " 188±, " " 22 ft., 1:1 " "
" " 201±, " " 36 ft., 1:1 " "
" " 213±, " " 17 ft., 1:1 " "
" " 222±, " " 30 ft., 1:1 " "
" " 240±, " " 22 ft., 1:1 " "
" " 247±, " " 17 ft., 1:1 " "
" " 263±, " " 49 ft., 1:1 " slid to approx. 1½:1
" " 274±, " " 22 ft., 1:1 " held.
" " 287±, " " 34 ft., 1:1 " slid to approx. 1½:1
" " 299±, " " 31 ft., 1:1 " held.
" " 308±, " " 30 ft., 1:1 " "
" " 321±, " " 35 ft., 1:1 " "
" " 331±, " " 20 ft., 1:1 " "
" " 344±, " " 28 ft., 1:1 " "
" " 356±, " " 40 ft., 1:1 " "
" " 368±, " " 68 ft., 1:1 " "
" " 376±, " " 41 ft., 1:1 " held except for small pocket.
" " 378±, " " 58 ft., 1:1 " held.
" " 390±, " " 20 ft., 1:1 " "
" " 398±, " " 32 ft., 1:1 " "
" " 402±, " " 43 ft., 1:1 " "
" " 419±, " " 40 ft., 1:1 " "

Middle Unit, Reedsport-Dean Creek Sec. Umpqua Highway P.F. Burnett 1952-53 Cont. 3752
Cut at 103+60 - 112+67, Max. cut 108 ft., 1½:1 slope. Steeper in low part, broke back on top.
" " 118+00 - 124+65 " " 84 ft., 1:1 to ½:1, borrowed from extra width.
" " 126+50 - 135+75, " " 70 ft., ½:1 slope, widened bottom of cut.

Calapooya Creek-Sutherlin Section Elkton-Sutherlin Highway R.D.Asburry 1952-53 Cont. 3746
Cut at 1078+00 - 1083+00, Max. cut 18 ft., 1½:1 - 1:1 slopes, held.
" " 1095+25 - 1104+24, " " 30 ft., 1½:1 slopes, held.
" " 1112+14 - 1114+97, " " 38 ft., 1½:1 " "
" " 1200+00 - 1217+50, " " 21 ft., 1 3/4:1 slopes, held.
" " 1263+50 - 1280+13, " " 12 ft., 1½:1 slopes, held.

Clear Lake-Forest Boundary Section Oregon Coast Highway C. C. Gall 1953 Cont. 3819
Cut 376+44 - 387+50, Max. cut 26 ft., 1½:1 slope, held. Borrow cut has 1:1 slopes.
" 391+25 - 395+00, " " 50 ft., 1½:1 " "
" 403+50 - 405+95, " " 25 ft., 2:1 " "
" 406+25 - 413+10, " " 86 ft., 1½:1 " benched to approx. 1½:1
" 414+40 - 431+00, " " 77 ft., 1:1 " widened by borrow.

Lone Rock Bridge-Rock Creek Section N. Umpqua Co. Road Roadman 1952-53 Cont. 3623
Cut 1005+40 - 1014+50, Max. cut 44 ft., 1:1 slope, remeasure shows steeper slopes.
" 1041+00 - 1053+00, " " 36 ft., ½:1 " held.
" 1112+50 - 1128+00, " " 100 ft., 1½:1 " remeasure shows steeper slopes.
" 1128+50 = 1145+50, " " 50 ft., ½:1 - 1:1 slopes, mostly holds, some break on top

Benton Co. Line-Cheshire Section Territorial Highway J. F. Putnam 1953 Cont. 3770
Cut 170+00 - 173+00, Max. cut 22 ft., 1½:1 slopes, held.

Twin Bridges-Muddy Creek Section   Beaver Creek-Greenberry Co. Rd.   D.H.Moehring 1953 Cont 3993
Not applicable.

Bay City-Tillamook Section   Oregon Coast Highway   Arthur Duffy 1952-53 Cont. 3607
Cut 119+00 - 134+00, Max. cut 51 ft., 1½:1 slope, held closely.
" 193+00 - 210+00, " " 20 ft., slope evidently governed by right of way.

Reedsport-Winchester Bay Section   Oregon Coast Highway   C.C.McKinney 1952-53 Cont. 3601
Cut 5+06 - 7+00, Max. cut 17 ft., 1½:1 slope, held.
" 63+00 - 75+00, " " 150 ft., ½:1 " at bottom of cut, 1:1 slope at top, held.
" 94+00 - 101+50," " 90 ft., widened by borrow which stands at 1:1 slope approx.
" 116+50 - 120+20, " " 45 ft., 1:1 slope, held.
" 122+00 - 126+00, " " 40 ft., 1:1 slope, held.
" 128+00 - 132+00, " " 44 ft., 1:1 slope, held.
" 132+50 - 134+50, " " 33 ft., 1½:1 " "
" 138+00 - 140+50, " " 41 ft., 1½:1 " "
" 141+50 - 155+50, " " 51 ft., 1½:1 " held 1½:1.
" 168+00 - 172+00, " " 40 ft., 1½:1 " held.
" 180+50 - 185+00, " " 40 ft., 1:1 slope, broke to max. of 2:1.

Hauser-Coos Bay Section   Oregon Coast Highway   C. C. Gall 1952-53   Cont. 3744
Cut 7+50 - 17+69, Max. cut 42 ft., original slope not apparent, held at 1 2/3:1 approx.
" 33+00 - 38+00, " " 83 ft., 1:1 slope, holds at 1½:1 approx.
" 51+00 - 55+50, " " 99 ft., 1:1 " sluffed from top.
" 65+50 - 67+50, " " 82 ft., 1:1 " overbreak to same slope stake.
" 77+00 - 79+50, " " 48 ft., 1:1 " " " " " "
" 94+00-98+00, " " 42 ft., 1½:1 " " " " " "
" 99+00 - 107+00," " 44 ft., original slope not apparent, held at approx. 1½:1.
" 121+50 - 129+50 " " 86 ft., " " " " overbreak type slopes, 1½:1 to 1:1 approx.
" 138+20 - 143+50 " " 44 ft., 1½:1 slopes, overbreak to approx. same slope stakes.
" 146+00 - 153+50 " " 33 ft., 1½:1 slopes, " " " " " "
" 156+07 - 166+60 " " 92 ft., 1:1 " averages 1:1.
" 169+30 - 171+90 " " 47 ft., 1:1 " overbreak to same slope stakes.
" 172+70 - 179+10 " " 118 ft., 1:1 " steeper in bottom of cut.
" 227+20 - 235+50 " " 86 ft., 1:1 " at bottom, 1½:1 - 2:1 at top.

Winchester Bay-Clear Lake Section   Oregon Coast Highway   C.C. McKinney 1952-53   Cont. 3656
Cut 204+80 - 212+40, Max. cut 103 ft., 1:1 slopes, small slide with slopes to 2:1.
" 221+80 - 236+60, " " 94 ft., 1:1 " rock line shown on widened section, held.
" 242+50 - 258+58, " " 84 ft., 1:1 " averages 1:1.
" 259+90 - 275+00, " " 60 ft., 1:1 " small amount top sluffing.
" 275+50 - 278+40, " " 17 ft., 1½:1 " held.
" 289+30 - 304+90, " " 39 ft., 1:1 " to 1½:1 slopes, held.
" 311+25 - 316+63, " " 97 ft., 1:1 " held.
" 318+30 - 321+00, " " 114 ft., remeasure shows some slopes flatter than 1½:1.
" 321+00 - 331+10, " " 92 ft., 1½:1 slopes, held.
" 344+50 - 351+87, " " 72 ft., 1½:1 " "
" 357+10 - 370+50, " " 29 ft., 1½:1 " "

Twin Bridges-Muddy Creek Section   Beaver Creek-Greenberry Co. Rd.   D.H.Moehring 1953 Cont 3993

Not applicable.

Bay City-Tillamook Section   Oregon Coast Highway   Arthur Duffy 1952-53 Cont. 3607

Cut 119+00 - 134+00, Max. cut 51 ft., 1½:1 slope, held closely.

" 193+00 - 210+00, " " 20 ft., slope evidently governed by right of way.

Reedsport-Winchester Bay Section   Oregon Coast Highway   C.C.McKinney 1952-53 Cont. 3601

Cut 5+06 - 7+00, Max. cut 17 ft., 1½:1 slope, held.

" 63+00 - 75+00, " " 150 ft., ½:1 " at bottom of cut, 1:1 slope at top, held.

" 94+00 - 101+50," " 90 ft., widened by borrow which stands at 1:1 slope approx.

" 116+50 - 120+20, " " 45 ft., 1:1 slope, held.

" 122+00 - 126+00, " " 40 ft., 1:1 slope, held.

" 128+00 - 132+00, " " 44 ft., 1:1 slope, held.

" 132+50 - 134+50, " " 33 ft., 1½:1 " "

" 138+00 - 140+50, " " 41 ft., 1½:1 " "

" 141+50 - 155+50, " " 51 ft., 1½:1 " held 1½:1.

" 168+00 - 172+00, " " 40 ft., 1½:1 " held.

" 180+50 - 185+00, " " 40 ft., 1:1 slope, broke to max. of 2:1.

Hauser-Coos Bay Section   Oregon Coast Highway   C. C. Gall 1952-53 Cont. 3744

Cut 7+50 - 17+69, Max. cut 42 ft., original slope not apparent, held at 1 2/3:1 approx.

" 33+00 - 38+00, " " 83 ft., 1:1 slope, holds at 1½:1 approx.

" 51+00 - 55+50, " " 59 ft., 1:1 " sluffed from top.

" 65+50 - 67+50, " " 82 ft., 1:1 " overbreak to same slope stake.

" 77+00 - 79+50, " " 48 ft., 1:1 " " " " " "

" 94+00-98+00, " " 42 ft., 1½:1 " " " " " "

" 99+00 - 107+00," " 44 ft., original slope not apparent, held at approx. 1½:1.

" 121+50 - 129+50 " " 86 ft., " " " " overbreak type slopes, 1½:1 to 1:1 approx.

" 138+20 - 143+50 " " 44 ft., 1½:1 slopes, overbreak to approx. same slope stakes.

" 146+00 - 153+50 " " 33 ft., 1½:1 slopes, " " " " " "

" 156+07 - 166+60 " " 92 ft., 1:1 " averages 1:1.

" 169+30 - 171+90 " " 47 ft., 1:1 " overbreak to same slope stakes.

" 172+70 - 179+10 " " 118 ft., 1:1 " steeper in bottom of cut.

" 227+20 - 235+50 " " 86 ft., 1:1 " at bottom, 1½:1 - 2:1 at top.

Winchester Bay-Clear Lake Section   Oregon Coast Highway   C.C. McKinney 1952-53 Cont. 3656

Cut 204+80 - 212+40, Max. cut 103 ft., 1:1 slopes, small slide with slopes to 2:1.

" 221+80 - 236+60, " " 94 ft., 1:1 " rock line shown on widened section, held.

" 242+50 - 258+58, " " 84 ft., 1:1 " averages 1:1.

" 259+90 - 275+00, " " 60 ft., 1:1 " small amount top sluffing.

" 275+50 - 278+40, " " 17 ft., 1½:1 " held.

" 289+30 - 304+90, " " 39 ft., 1:1 " to 1½:1 slopes, held.

" 311+25 - 316+63, " " 97 ft., 1:1 " held.

" 318+30 - 321+00, " " 114 ft., remeasure shows some slopes flatter than 1½:1.

" 321+00 - 331+10, " " 92 ft., 1½:1 slopes, held.

" 344+50 - 351+87, " " 72 ft., 1½:1 " "

" 357+10 - 370+50, " " 29 ft., 1½:1 " "

Newport-Toledo Section Corvallis-Newport Highway B.P. Huntley 1952-53 Cont. 3741
Cut 34+25 - 45+60, Max. cut 54 ft., 1:1 slopes, held 1:1 in bottom, made it 2:1 in top.
" 52+40 - 60+00, " " 54 ft., 1:1 " held on right, 1½:1 - 2:1 on left.
" 64+15 - 68+92, " " 72 ft., 1:1 " " " " " " " "
" 73+87-87+00, " " 47 ft., 1:1 " held.
" 91+25 - 100+45, " " 86 ft., 1:1 " broke back 120 ft. on top.
" 109+76 - 118+10, " " 37 ft., 1:1 " held.
" 121+50- 133+13, " " 90 ft., 1:1 " some remeasure at approx. 2:1.
" 133+75 - 139+50, " " 51 ft., original slope not apparent due to channel change,
most slopes hold at approx. 1:1 slope.
" 140+40 - 143+25, " " 65 ft., 1:1 slopes, held.
" 144+77 - 148+56, " " 93 ft., 1:1 " "
" 153+87 - 159+25, " " 119 ft., 1:1 " some slightly steeper.
" 160+45 - 163+20, " " 37 ft., 1:1 " held.
" 163+81 - 167+07, " " 26 ft., 1:1 " "
" 174+00 - 182+21, " " 80 ft., 1:1 " "
" 189+89 - 194+50, " " 83 ft., 1:1 " "
" 194+92 - 217+33, " " 79 ft., 1:1 " "
" 222+13 - 223+23, " " 38 ft., 1:1 " "
" 229+97 - 233+30, " " 72 ft., 1:1 " sluffed to approx. 2:1 slope.
" 245+75 - 250+18, " " 65 ft., 1¼:1 " Held.
" 269+37 - 277+70, " " 70 ft., 1:1 " Some slopes broke back.
" 287+12 - 292+75, " " 63 ft., 1:1 " held.

Yew Creek-Alsea Mtn. Passing Lanes Alsea Highway D. E. Moehring 1954 Cont. 4132
Not applicable.

West Slope, Summit, Passing Lanes Wilson River Hwy. C. A. Peterson 1954 Cont. 4220
Not applicable.

Low Pass Section Siuslaw Highway J. F. Putnam 1952-3-4 Cont. 3754
Cut 34+90 - 40+75, Max. cut 28 ft., 1:1 slope, held.
" 42+22 - 43+30, " " 18 ft., 1:1 " "
" 43+97 - 45+30, " " 32 ft., 1:1 " "
" 46+81 - 48+21, " " 50 ft., 1:1 " "
" 49+80 - 54+26, " " 78 ft., benched; slopes 1½:1 - 2:1.
" 56+61 - 58+73, " " 71 ft., 1:1 slope, held.
" 61+95 - 64+61, " " 107 ft., 1:1 " "
" 68+91 - 73+59, " " 120 ft., 1:1 " "
" 76+80- 85+55, " " 200 ft., benched. 1½:1 below bench, 1:1 slope above.
" 87+10 - 91+58, " " 87 ft., 1:1 slope, held.
" 98+45 - 103+75, " " 95 ft., 1:1 " "
" 105+80 - 111+00, " " 111 ft., 1:1 " broke to approx. 1¼:1.
" 112+00 - 118+00, " " 35 ft., 1:1 " held.

Gillespie Corner-Lorane Section Territorial Highway H. E. Mayfield 1954 Cont. 4069
Not applicable.

Summit Section Hemlock-Sand Lake Co. Rd. B.P. Huntley 1954 Cont. 4004
Cut 137+50 - 169+25, Max. cut 59 ft., 1:1 slopes, slide to cut 102 ft., slopes about 2:1.

RECEIVED

FORM E30—50M—10-54—79488

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1955

SUBJECT:

To: Mr. Ray Webber
Ass't. Construction Engineer

NOTED
W. C. WILLIAMS

As you know, the Natt McDougall Company is suing the State for additional compensation on the Low Pass Section and the Legal and Construction Departments have been trying to assemble any and all data that might help in combatting their claims.

Frank Towle, who has been making an investigation for the Legal Department, stumbled on what we believe may be one of the key items that gave rise to the situation in which McDougall finds himself. Three or four years ago McDougall did a project for the S.P.& S. Railroad (Vernonia Branch) just northerly from Buxton. It was contemplated by the railroad engineers and others that it would be necessary to drill and shoot the large cut on this project, however I am told that McDougall was able to excavate the entire cut without the use of explosives and this is probably what gave rise to his optimism on the Low Pass project.

The purpose of this letter is twofold. One, please have Scott make a thorough geological examination of this project, giving us a report for the files. In addition, he should familiarize himself with it to be able to testify in court. Two, by copy of this letter I am instructing Division Engineer Skelton to cross section the cut at appropriate intervals to determine the final slopes and to note anything of a nature that might be pertinent to the problem of removal.

As the controversial project is not in Skelton's division, I have asked that Scott discuss this matter with Skelton or whoever Skelton designates so that they may be informed of the problems involved and what we are trying to determine.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:jv
cc: W. C. Williams ✓
C. W. Enfield
A. G. Skelton
Tom Edwards

BF-188(3) Low Pass Sec., Siuslaw Hwy., 1956
East of Blachly
#3754 Folder #4

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

TRANSCRIPT OF PROCEEDINGS

VOLUME I

January 9, 1956

Pages 1 to 124

VOLUME I
January 9, 1956

I N D E X

Plaintiff's Witnesses:	Direct	Cross	Redirect	Recross
Thane Brown,	3	30	--	--
Jack H. Guthrie,	40	76	77	--
Jack McDougall,	79	--	--	--

Plaintiff's Exhibit No.:	Description	Ident.	Rec.
1	Contract between State of Oregon and Natt McDougall Company	(late filing)	78
2	Plans covering the subject matter of the contract	(late filing)	78
3-A	Drawing	9	11
3-B	Drawing	9	11
4	Scale model	20	20
4-A	Section of Scale model	23	27
4-B	Section of Scale model	23	27
4-C	Section of Scale model	25	27
4-D	Section of Scale model	25	27
4-E	Box of model cars	26	26
4-F	Section of scale model	28	
4-G	Section of scale model	28	
5	Tabulation entitled "Soil Exploration Log Low Pass Summit"	35	36

Index

Plaintiff's Exhibit No.:	Description	Ident.	Rec.
6 to 30	Group of pictures	43	
31	Data Sheet	61	61
32	Data Sheet	61	61
33	Profile drawing		66
34	Three data sheets	69	69
35	Tabulation	75	75
36	Diagram	90	91
37	Enlargement of Plaintiff's Exhibit 5	116	116

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,

c vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

TRANSCRIPT OF PROCEEDINGS

BE IT REMEMBERED That the above entitled cause came on for trial, and was tried, before Honorable Val D. Sloper, Judge of the above entitled Court, and a jury, duly empaneled and sworn, beginning on Thursday, January 5, 1956, at 9:30 o'clock A. M.

APPEARANCES:

Messrs. Fletcher Rockwood and Hugh L. Biggs, of Attorneys for the Plaintiff;

Messrs. Leonard L. Lindas and Charles Peterson, of Attorneys for the Defendant.

PROCEEDINGS

(After opening statements by respective counsel, the jury viewed the premises on Friday, January 6, whereupon an adjournment was taken until Monday, January 9, 1956.)

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MONDAY, JANUARY 9, 1956, the trial was resumed, pursuant to adjournment, at 9:45 o'clock A. M., and the following proceedings were had herein:

(The Court, counsel and reporter being present in Chambers, the following proceedings were had without the presence of the jury:)

MR. LINDAS: I was going to ask the Court for permission to have at the counsel table a technical adviser in the form of an engineer who has no part in the case. This is because of the technical type of evidence that will be introduced, and I would like to have someone there whom I might confer with.

THE COURT: Do you have any objection?

MR. BIGGS: No, we have no objection.

MR. PETERSON: I think, your Honor, also that the record should show that Lewis Scott, whose deposition was taken prior to trial, is available for subpoena should the plaintiff wish to call him, and we can provide them with the address of where this man lives; I don't know just what it is but we can supply them with it.

MR. BIGGS: All right.

MR. PETERSON: The same is true for Mr. Chester Paulsen, whose deposition was also taken. Mr. Paulsen left this morning, I am told, for Astoria, and will be on the job down there a couple of days but will be available for subpoena should

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the parties desire to call him.

THE COURT: Very well.

MR. BIGGS: Now I want two things which I wish you would produce. One is the original letter McDougall wrote to the State Highway Commission making the claim.

MR. PETERSON: That will be available.

MR. BIGGS: You will not require formal notice?

MR. PETERSON: No, that will be available.

MR. BIGGS: Then I would like the estimate of costs prepared by your cost accounting department for the Commission's use for comparison of bids.

MR. PETERSON: We don't have that in our files.

MR. BIGGS: The Commission has that, though, I am sure. It was referred to in one of the depositions.

(Discussion off the record)

(The following proceedings were had in the courtroom, the Court and respective counsel being present, and in the presence of the jury:)

THANE BROWN was produced as a witness in behalf of plaintiff, and being first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you state your full name into the record, Mr. Brown?

A Thane E. Brown.

Q Where do you live, Mr. Brown?

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A I live in Portland. My address is 9806 N. E. Skidmore.

Q How long have you lived in Portland?

A I have lived in Portland since August, 1946.

Q What is your occupation?

A Presently I am Chief Engineer for the Commission of Public Docks in Portland.

Q What is the Commission of Public Docks, just briefly?

A It is a branch of the city government that has to do with constructing and operating steamship terminals owned by the city. There are three large terminals there that are owned and operated by the Commission of Public Docks.

Q What is your professional training, if any, Mr. Brown?

A I am a graduate civil engineer, registered in the State of Oregon. I have had about fifteen years or more of construction experience, and also in design.

Q When you speak of construction experience, what do you mean?

A I mean experience in building, large ammunition depots, during the war. I worked for a time for the Kaiser Swan Island shipyard, then I went to work for the Commission of Public Docks prior to my present employment, and my construction experience there had to do with waterfront docks, sheds and things like that.

Q It has been heavy construction experience then, has it, Mr. Brown?

A Yes, sir.

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Q How long have you been with the Dock Commission this present time?

A I was with the Dock Commission for five and one-half years and left there in November, 1951.

Q With whom did you go at that time?

A Well, at that time I went for a short period with the General Adjustment Bureau for consulting work; that was just for thirty days. Then I went immediately to the Natt McDougall Company.

Q How long were you employed by the Natt McDougall Company?

A Just one month short of four years. I just recently was reemployed by the Commission of Public Docks, as of November 1, 1955.

Q During the time you were with the Natt McDougall Company was the Low Pass job then under construction?

A Yes, sir.

Q Or it was during that period of time, is that correct?

A It was during that period, yes.

Q And what were your duties with the Natt McDougall Company?

A My general duties or just specifically with this job?

Q Your general duties.

A My general duties were to go out over new work that was up for bid, look over the job, help to estimate them, so that we could prepare bids, and then when the jobs were obtained, contracts were awarded to us; then my duties were to handle anything that required engineering work. For instances, on bridges, I would design the falsework and things like that.

Q You were employed there then in an engineering capacity, is that correct?

A Yes, sir.

Q Without going now into the details of the job, I would like to know, Mr. Brown, if in connection with that job you have made certain measurements and certain drawings and certain exhibits.

A Yes, I have.

Q Among those, state whether or not you have made a drawing or a profile of what has been referred to here in this case, in the opening statements, as the Big Cut on the Low Pass project.

A I have made drawings of that.

Q And are those drawings in the courtroom?

A Yes, sir.

Q I wonder if you could identify them; if you will come over here, Mr. Brown. Are they in this corner?

A I think they are in the long package.

Q Is it this one?

A Unless they have been taken out.

Q Will you describe the drawings in your own language--I don't mean in detail but were they profiles schematically drawn?

k-6

A They were two profiles, yes. Both are of what we call the summit or Big Cut, not of the entire job.

Q What were they designed to show?

A They were designed to show the total height of the hill and also to show first of all our interpretation of how much of the material in that cut was common and loose rock, and how much of the material was solid rock.

Q That is in connection with preparing your estimate ?

A That was--that first drawing was in connection with preparing our estimate. It showed the data we used.

Q It shows the data you used, and that has been projected in color on a drawing, is that correct ?

A Yes, sir.

Q Then what was the next drawing, Mr. Brown?

A The next drawing was a profile of the same Big Cut showing this time the amount of common material and the amount of rock as we actually found it to be in the Big Cut when the job was constructed.

Q Are those drawings made to scale?

A Yes, sir.

Q How were the measurements taken?

A Well, the measurements on the first drawing, which is the drawing of the job as we bid it and thought it was going to be--those measurements are all obtained from the Oregon State Highway plans of the job, with the exception that the difference between the rock and the common is the line which we put on, in our judgment, as to where we would find rock.

Q I see. In other words, you have attempted in these drawings to show a profile of the summit cut or Big Cut from the surface line down to grade, is that correct?

A Yes.

Q And the data was obtained from the plans submitted by the State of Oregon, is that correct?

A That is correct, yes, sir.

Q Then from what source did you obtain the data by which you made the second drawing showing the actual amount of rock that was encountered rather than that which was anticipated?

A The points at which we found rock were established in this way: two of our superintendents went out on the Big Cut after it was all completed, and they measured with a tape from the top of the hill down the slope to a point where they could see visible rock. They went beyond the first few boulders they might have found until they were certain they were into solid rock. Those measurements on both the sides of the fill were taken at regular station intervals, and they gave me the information from which to plot this drawing, as I have shown the conditions as we found them to be.

MR. BIGGS: If the Court please, I would like now to have these

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end P-1

two drawings marked for identification as one exhibit, because I think they should be viewed together. May I suggest Exhibit 3 because I wanted to reserve numbers 1 and 2 for the contract and plans?

THE COURT: Very well. We will have them marked Plaintiff's Exhibits 3-A and 3-B.

(The drawings, so offered, were thereupon marked for identification PLAINTIFF'S EXHIBITS 3-A and 3-B.)

end
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U-2
A1

MR. LINDAS: If the Court please, I wonder if we could look over the exhibits.

MR. BIGGS: Beg your pardon?

MR. LINDAS: Have you offered them in evidence?

MR. BIGGS: I will offer them in evidence unless there is other data ----

MR. LINDAS: I wouldn't want them exhibited to the jury unless they were properly identified.

MR. BIGGS: I see. Yes. I would like you to see them, if you will.

MR. LINDAS: We would like to see them.

MR. BIGGS: Surely.

MR. LINDAS: Thank you.

(Colloquy between counsel off the record.)

MR. BIGGS: I will ask that question.

Q (By Mr. Biggs) The profiles are on a center line?

A Yes, sir; they are center line profiles, both of them.

MR. BIGGS: Very well.

THE COURT: Mr. Biggs, you have offered these in evidence?

MR. BIGGS: At this time, if the Court please, I wish to offer in evidence Plaintiff's Exhibits 3-A and 3-B.

THE COURT: Mr. Lindas and Mr. Peterson, do you have any objection?

MR. LINDAS: There are some matters to be connected up, and Mr. Biggs has assured me he would, and we have no objection if that is done.

THE COURT: They may be admitted. The Court will require the reporter to mark them as admitted.

(The drawings, so offered and received, having been previously marked for identification, were thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBITS 3-A and 3-B.)

MR. BIGGS: Will you step down here, Mr. Brown? If you will stand on that side so you won't block the jury's view.

Q (By Mr. Biggs) I will ask you to refer, first, to the exhibit that is Exhibit 3-A, and state what that is again, just briefly, Mr. Brown.

A This is a profile through the Big Cut showing the difference between solid rock in black and the common and loose rock in light brown of the Big Cut, the material in the Big Cut, as we expected to find it. 2

Q Now, to get a little more precise data, what does the big horizontal line at the bottom of the exhibit running clear across the exhibit indicate?

A That indicates the level of the new finished highway.

Q Is that, then, the center line, profile of the center line?

A That is the profile of the center line of the new highway.

Q All right. Then, taking the outside line of the drawing --

A3

that is, at the top -- in various courses and distances and angles, what does that indicate?

A That indicates the contour, or shape, of the original ground before anything was taken out of that hill.

Q That is, that is a side view, then, of the Big Cut. Is that correct?

A It is a view, as though you might take a knife and cut right through the middle of it and open it up.

Q Down through the middle. Then within the area embraced by the two lines you have described are two colors, one an orange color and the other a black color. Will you indicate what that means?

A This represents the orange (indicating).

Q Now, when you say "this," the orange, you are referring to ----

A The orange represents the common excavation and loose rock. The black, down below, represents solid rock.

Q What does the vertical column, uncolored but with certain figures and matter written in it and extending down through the cut, indicate, Mr. Brown?

A This perpendicular line that you see here represents in its correct position the test hole that was drilled by the Oregon State Highway Department before the bids were advertised, and the various types of earth and rock which they found are marked in here exactly as the Oregon Highway

A4

Department gave it to the contractors.

Q You speak of rock. Is there any place in there that rock is shown on the log, or is that shale?

A Well, there isn't any place where they use the word "rock."

Q Yes. Now, could you orient us by direction?

A Yes. This is the west end over here (indicating).

Q Now, when you say "this," you are referring to right or left as the jury views the exhibit?

A As the jury views the exhibit, the end to the left is the west end, or the end toward the coast. The end of the profile on the jury's right is the east end, or the end toward Junction City, you might say.

Q All right. Now, extending also vertically up through the diagram is a column of figures starting 1180, 1160, reading down, 1180, 1160, 1140, 1120, 1100, and so on down to 920. Will you indicate what that means?

A Those figures represent elevations or heights with respect to one another, as given by the Oregon Highway Department on their plan.

Q And based on sea level?

A I presume it is based on sea level. Most elevations are.

Q What is the elevation of the center line as shown by that drawing, Mr. Brown? Well, I will take it the elevation of the center line at the point where it intersects the column of figures.

A5 A Right here?

Q Yes.

A Well, this elevation here of the finished road is approximately elevation 1,008 -- in other words, 1,008 feet above a zero sea level.

3 Q What is the elevation at the top and exactly above the elevation of the center line you have just given?

A The elevation of the original ground?

Q The original ground.

A Above this point of the finished road, at this place, happens to be 1,184.

Q All right. Now, at the bottom of the drawing and at intervals are certain figures reading 75, 76, 77, and so on to 85. What do they indicate, Mr. Brown?

A They represent fixed points called stations. They are a measure of progress through the job.

Q And are those figures figures obtained from the State plans?

A They are figures obtained from the State plans.

Q They represent actual points measured by the State or surveyed and fixed by the State on their plans. Is that correct?

A That is correct.

Q All right. Now, over at the top of the map, or the profile, on the right-hand side is a circular area in two colors and with certain data on it. What is that made to

A6

represent, Mr. Brown?

A This represents ----

Q Now, you are referring to that exhibit?

A This complete circle represents what you might think of as a pie. We have cut this pie into two pieces -- a segment here and the balance of the pie here (indicating). This orange color of the pie represents the portion of the entire amount of dirt taken out, of excavation taken out, of this cut that we expected to find was common or loose rock. It happens to figure out to 79 per cent of the total yardage as shown on the Oregon Highway plans prior to bidding. This black section of the pie represents 21 per cent of the entire amount, and it is the solid rock, which we expected to find in that cut.

Q Now, over on the other side of the map -- that would be the west side of the profile, I mean, -- and up in the corner is roughly a triangular-shaped symbol in two colors, and what does that represent?

A This is called a cross section. It is a view as though you could take the knife and cut through this profile and open it up and look in another direction.

Q All right.

A (Continuing) The figures were obtained from the Oregon Highway plans on which I plotted this original ground level across this particular section. This happens to be

A7

taken at Station 80, which is this line here (indicating), this vertical line, on which my finger is shown. If we were to cut this in two ----

Q Cut, now, what in two?

A Cut this section in two (indicating).

Q Yes.

A -- then we would see a view like this, looking the other way.

Q In other words, does the long line, the top of the triangle in this symbol, represent the distance across from one slope to the other of the cut?

A It does. It represents the shape of the original ground and the extent of the width of the cut at the top.

Q Then the two colors are consistent with the two-color scheme you have used elsewhere. Is that correct?

A That's correct.

Q One representing common and the other representing rock. Is that correct?

A That's correct, yes.

Q That, you say, as I understand it, represents the percentage of rock and common as the job was bid by McDougall Company. Is that correct?

A That is correct.

Q Now, referring to Exhibit 3-B and making any comparison you wish with 3-A, I will ask you to state what that is.

A3

A This, again, is marked off in stations.

Q Well, let me ask you, is it drawn to the same scale as 3-A?

A It is.

Q And are the main figures representative of the same type of things that are represented on 3-A? Is that correct?

A That's correct.

Q Then to just hasten this a little bit, do the symbols, then, represent the same thing, the symbols in the corner, the pie-shaped symbol and the triangular-shaped symbol, represent in colors percentages of the types of material that were actually encountered?

A The types that were actually encountered; that's correct.

Q Yes. So that would you say that 3-B is the same as 3-A except that 3-B represents what actually was encountered on the job in regard to the materials that were excavated?

A That is right.

Q Is that right?

A Yes.

MR. BIGGS: I think that you may resume the stand for the time being.

End
C-2

P-3
k-9

Q On this, referring now to Exhibit 3-B, the percentages are also written in the symbols, are they, for common and rock?

A Yes, sir.

Q I notice here the figure 72 per cent solid rock. Is that the result of the actual measurement that you testified to before?

A Yes, the slope measurements that I spoke of before.

Q The orange portion of the pie represents 28 per cent common material, is that correct?

A Yes.

Q And the symbol over in the left-hand corner is simply another view of the same percentages, is that correct?

A Yes.

Q Now, Mr. Brown, I will ask you to state if you also prepared a three-dimensional exhibit of the Big Cut?

A I did.

Q And is that in the courtroom?

A Yes, sir.

MR. BIGGS: Has counsel seen that?

MR. LINDAS: No, we haven't.

MR. BIGGS: I would like to refer to it; do you want to look it over?

MR. LINDAS: Yes, please.

(Counsel examining exhibit.)

Q (By Mr. Biggs) On what scale did you prepare the three-dimensional exhibit?

A One inch to equal 20 feet.

Q Both horizontally and vertically?

A Yes.

Q So this is in true perspective, we are able to use the scale both ways, horizontally and vertically?

A That's right.

Q Are all of the data that were used in making this exhibit taken from the State plans, the State figures?

A All of the controlling features of the grade, of the highway and the original slope of the ground were taken from the Highway Department and from their cross sections. The difference between the rock and the common in that first model is our own interpretation of how we expected to find it.

Q In the first instance then based upon actual measurements of what was found?

A Yes.

Q That was done under your supervision, is that correct?

A Yes.

MR. LINDAS: Mr. Biggs, I didn't hear part of that--may I ask a question?

MR. BIGGS: Surely.

MR. LINDAS: Were the contour maps used in making that--was that

k-11

before any cut was made?

A They were obtained from the Oregon State Highway cross sections.

MR. LINDAS: You obtained the contours from the cross section?

A That's correct.

MR. LINDAS: Wouldn't the cross section apply only to the cut and not the rest then?

A The cross section ceased where the cut intersected this smooth part; it was just molded in.

MR. LINDAS: In other words, you are not trying to say that the balance other than the cut would actually be true to scale?

A Not precisely. Of course, at the center the cut takes up the entire width, so there it is--right to scale.

MR. LINDAS: We have no objection, your Honor.

MR. BIGGS: At this time, we would like to have the model marked Plaintiff's Exhibit 4.

THE COURT: Are you offering it at this time?

MR. BIGGS: At this time, I wish to offer it into evidence.

THE COURT: Plaintiff's Exhibit 4 will be admitted in evidence.

(The scale model, so offered, was thereupon marked for identification and received in evidence as PLAINTIFF'S EXHIBIT 4.)

Q (By Mr. Biggs) Now if you will come down here, Mr. Brown, again. Referring directly to Plaintiff's Exhibit 4, I will ask you to state what the exhibit purports to show

k-12

as it is now viewed by the jury.

A This is intended to show the hill before any excavation was made; the measurements of the hill within these cut lines were obtained from the Oregon State Highway cross sections and measurements.

Q As the jury views this model now, which direction are the jurors looking?

A They are looking east.

Q That is as though they were approaching the cut from the west?

A That's correct.

Q I think that is the manner in which the jury actually did view the premises. Now you say this is drawn to scale, is that correct?

A That's correct.

Q And on the side of the model I notice certain data, aside from the identifying data, Low Pass Section, Siuslaw Highway, certain vertical lines with information on them or figures on them. What do they represent, Mr. Brown?

A All of the vertical lines with the exception of one represent stations, lines that cut through.

Q For this data let's just turn this around.

A It is the same as we have on the profile at the bottom. We have 77, 78, 79, 80--we have the same stations marked here, then 81, 82 and 83. They are marked on the other k-13 side as the imaginary line cuts through.

Q Then would you say from the State Highway Commission's plans the Big Cut or the summit cut was contained within the area between station 78 and station 83, is that correct?

A That's correct.

Q And that is what you have attempted to show here?

A Yes. This other vertical line shows the elevations.

Q At the approximate peak of the summit, is that correct?

A It would be the correct elevation, and if these are taken through it would be the correct elevation to any part of the model.

Q I see. Now would you remove the top section, Mr. Brown, Just hold that, if you will. Is that section on any particular scale, for the purpose of representing any significant quantity or important quantities of excavation?

A Yes, this is definitely to a scale to try and show the [illegible] of the common and loose rock.

Q That is, this represents the excavation quantities that you anticipated would be common material or diggable material at the time you bid the job, is that correct?

A That's correct.

Q All right, you can put that aside. I think we had better identify that now if we may. May that be marked, your Honor, as Plaintiff's Exhibit 4-A?

THE COURT: Yes.

k-14

MR. BIGGS: Thank you.

Q (By Mr. Biggs) I have noticed that you have used the yellow color or orange color. Is that consistent with the color you have actually used on your schematic or your profile drawing?

A That is the same as the yellow on the lower drawing.

Q Exhibit 4-A then represents a third-dimensional view of the volume of common material that is demonstrated on Exhibit 3-A, is that correct?

A That's correct.

Q As the amount of common material that you estimated would be [illegible] from the Big Cut, is that correct?

A Yes.

(The section of scale model was thereupon marked for identification PLAINTIFF'S EXHIBIT 4-A.)

MR. BIGGS: Now would you remove the second section. I would like to have this section marked for identification as Exhibit 4-B.

(The section of scale model was thereupon marked for identification as PLAINTIFF'S EXHIBIT 4-B.)

Q (By Mr. Biggs) What does Exhibit 4-B represent?

A Exhibit 4-B represents the amount of solid rock that we expected to find in the Big Cut from the figures we used in making up our bid. It corresponds in black to this exhibit over here.

k-15

Q Referring now to Exhibit 3-A?

A Yes.

Q Then after those two inserts are removed, what do the colors represent, remaining in the cut?

A Well, actually the brown represents the common or loose rock, and the solid black represents the solid rock, but since this model is to tell two stories, I would have had to make two models, so this white line is marked in here and from this point up to the top is as we thought the job should be bid; that is all in brown. In other words, this area is the common or loose.

Q Do I understand then that the black color here, the black shown on the model with the inserts out, represents the actual amount of solid rock that was encountered on the job?

A I don't understand your question.

Q The black area represents the areas of solid rock that were encountered in the Big Cut, is that correct?

A That's correct, with the exception of the benches, of course.

Q We will take those up in a few minutes. The dotted line is simply an estimation of how you estimated the quantities of rock, is that correct?

A Yes.

Q Now at the very bottom of the scale appears a flat area with yellow lines on it and numbers on it; what does that

k-16

represent?

A The yellow line merely represents the center line of the finished highway. The yellow numbers correspond to station numbers, from 77 to 84, as we progressed through the cut. These stations were established by Oregon State Highway engineers. They are marked again on the outside, so number 78 here passes through here and comes out on this other side, also marked 78.

MR. BIGGS: Now we have two other pieces here, and I would now like those marked for identification, if the Court please, Exhibits 4-C and 4-D.

(Sections of scale model were thereupon marked for identification as PLAINTIFF'S EXHIBITS 4-C and 4-D.)

Q (By Mr. Biggs) Will you state what those are, referring now to Plaintiff's Exhibits 4-C and 4-D?

A These black pieces of the model represent the rock shelf that was left in the cut. You will notice this model shows the slope to come right straight down to the highway. That was the way the plan showed. During the progress of construction, the plans were changed. After coming down the slope for a certain distance, you will notice from your observation the other day also, there was a berm or shelf, and this is how the cut looks today.

Q Put them in, if you will, please. Do those berms represent

k-17

a true scale, the actual quantity of rock that was left in the cut in excess of what the plans originally called for?

A Yes, sir, the information on which I laid out these berms was obtained from the State Highway Commission field notes.

Q Now with the three-dimensional model there, so as to give us some perspective of the size of this thing, do you have some model vehicles drawn and prepared to scale?

A Yes, I do. We couldn't find any toys built for this, so we had to make them. This is a model--

Q Just a moment.

THE COURT: Will you show them to Mr. Lindas and Mr. Peterson.

MR. BIGGS: Surely.

MR. PETERSON: No objection, your Honor.

THE COURT: Leave them in the box and we will consider that the model cars in the box are Exhibit 4-E; mark the box Plaintiff's Exhibit 4-E.

(Box containing model cars marked for identification PLAINTIFF'S EXHIBIT 4-E.)

MR. BIGGS: We will offer them, your Honor.

THE COURT: Admitted.

(Box containing model cars above referred to was thereupon marked and received in evidence as PLAINTIFF'S EXHIBIT 4-E.)

THE COURT: It is the Court's understanding that there was k-1d

no objection to Plaintiff's Exhibits 4-A, 4-B, 4-C and 4-D; is that correct?

MR. LINDAS: That is correct, your Honor.

THE COURT: They will be admitted then.

(Sections of scale model previously marked for identification were thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBITS 4-A, 4-B, 4-C, 4-D.)

Q (By Mr. Biggs) Now state if you will what these are.

A Well, they merely represent to the same scale to which this entire hill is constructed, the size that a vehicle of normal proportions would be if it were placed on this model. This is a Greyhound bus, then we have three little model cars. We had to build these because you can't buy them that small.

Q Did you actually build them?

A My boy made these; he is a model builder.

Q I see. Would you say then that on a highly reduced scale, the scale you actually used in preparing that model as it is now set up, that it represents the lines and the contours of the cut as it exists today?

A Yes, sir.

Q With the third-dimensional model now can you orient us again direction-wise? Where did the old road go, as the jury now views that?

k-19 A It was over on this side, it wound up back and forth here. This is the west end of the model, and you are looking east.

Q Looking across it as you are then, would be looking to the south?

A Yes.

Q And to your right would be west and to your left would be east, is that correct?

A Yes.

(Sections of scale model, so offered, were thereupon marked for identification PLAINTIFF'S EXHIBITS 4-F and 4-G.)

end
P-3

Q (By Mr. Biggs) Referring, now, to 4-F, Mr. Brown, state, if you will, what that is and what it purports to represent.

A This represents the mass of solid rock that we actually found in the cut.

Q As compared with -- it might be compared with 4-B?

A Yes, that is correct. That is the amount of rock we thought we would find. This is what we really found.

Q Let's let the record show it. 4-B represents what you anticipated. 4-F represents what you actually encountered. Is that correct?

A Yes.

Q All right. And does that fit, then, into the model, reconstructing it?

A (The witness fitted the exhibit into the model.)

Q All right. Then what does 4-G represent?

A 4-G represents the common and loose material that was on top of the solid rock, and it represents the amount of common that we found, actually found, in the cut.

Q All right. Then if you will put that in place.

A (The witness complied.)

Q The cut is now reconstructed in sections that, when removed, would demonstrate to the jury three-dimensional quantities that actually were excavated. Is that correct?

A That's correct.

Q And the top layer, or G, represents the amount that

A10 actually was encountered?

A That's correct.

Q 4-F represents the solid. Is that correct?

A That's correct.

MR. BIGGS: All right. I think, then, you may remove that and just put them over here.

You may cross-examine.

CROSS EXAMINATION

BY MR. LINDAS:

Q Mr. Brown, I am referring, now, to Plaintiff's Exhibit 3-B. As I understand, that represents a cross section of the cut, showing the amount of common you expected to find and the amount of rock that you expected to find prior to submitting your bid?

A Not on the upper drawing, sir. That would be the lower drawing.

Q I mean the lower drawing.

A Yes.

MR. BIGGS: 3-A and 3-B, Mr. Lindas, so that the record is straight?

MR. LINDAS: A is at the bottom.

Q (By Mr. Lindas) Now, Mr. Brown, will you tell me how you arrived at the line of demarcation between the common and the rock?

A That was a line that was arbitrarily established in the

A11 office by my principals. In that particular case of laying out the line, I merely was the draftsman.

MR. BIGGS: Mr. Lindas, so that there will be no confusion about that, I would like the record to show which exhibit, specifically, now, he is referring to.

MR. LINDAS: I am referring to Plaintiff's Exhibit 3-B.

MR. BIGGS: Oh. The upper one?

MR. LINDAS: No, 3-A, the original one.

Q (By Mr. Lindas) As I understand it, Exhibit 3-A is the one based upon the type of material you anticipated would be encountered in the Big Cut?

A That is correct.

Q Now, what I want to know is how you arrived at this line of demarcation between the common and the rock that you showed here.

A As I said, that was an arbitrary line put in after consultation with my principals, and represents to their best judgment what they expected to find.

Q Well, you entered into that discussion, yourself, did you not, Mr. Brown?

A Very little. I was working on one of the other Oregon bids almost exclusively during that bidding period, other than the drawings which I prepared to help them.

Q Then the drawing, of course, doesn't reflect your knowledge of it at all. Is that correct?

A12 A Well, I did see the job, went over it with them, but, basically, I would say it does not represent my personal findings or feelings as to what it would be.

Q You feel they would be different -- your personal findings would be different, then?

A No.

Q Well, then, if you went over the job you must of necessity have taken some part in the discussion in arriving at that particular line, did you not?

A I can't recall that I had any particular discussion of any great length other than to be asked to place the line where it was demonstrated on the graph.

Q You were asked to place it at that point?

A Yes.

Q Now, as I understand it, you went over the job yourself?

A I went over part of the job, yes.

Q And with whom were you at the time you went over the job?

A I was with Mr. Bud McGary, and Mr. Jack McDougall was along with us on the trip. I don't believe he hiked over the part that we hiked over.

Q And do you recall when that was?

A I believe it was on July 3d that we walked part of the job. On July 1st we just drove through and stopped on the old road and looked it over casually.

Q Now, Mr. Brown, as I understand it, on your direct

A13 questioning you state that you are employed as an engineer with this department. Is that correct?

A That's correct.

Q And are you the only engineer in the Company?

A I am the only one with that title.

MR. BIGGS: Are you referring to the Dock Commission, or ----

MR. LINDAS: No, no. I am talking about the Natt McDougall Company.

MR. BIGGS: Oh. Did you understand what the question was, Mr. Brown? He is not referring to your present employment.

A No.

MR. BIGGS: But your employment with Natt McDougall Company.

THE WITNESS: That's correct.

MR. BIGGS: All right.

Q (By Mr. Lindas) Then you must have related to Mr. McDougall and Mr. McGary some advice after your examination of the site, did you not?

A Only to the extent that there was certainly some rock in the cut.

Q Would you explain what you mean by "some rock in the cut"?

A I didn't make a precise statement to my employer.

Q I see. What type of rock were you referring to when you said "some rock in the cut"?

A I didn't attempt to analyze the type of rock at all.

Q Well, then, what was the purpose of your view of the

14 site, Mr. Brown?

A I was on a trip with the rest of the members of my firm, and we looked at probably six different jobs, and I was taken along to get a general picture of all of these jobs. Then, as we returned to Portland, I was assigned specific duties with respect to certain bids. This was not one on which I spent my major time.

Q Did you give him any advice at all concerning this job after you went over it with him?

A Nothing that I can recall specifically.

Q Did he question you or talk to you ----

MR. BIGGS: If the Court please, I don't want to make any improper objections, here, but it seems to me that this cross examination is going beyond the bounds of direct. We did not put Mr. Brown on the stand as an estimator on this particular job. We put him on the stand for the purpose of explaining the models and the exhibits based upon data and computations which he has explained how he had obtained. He was not the main bidder on the job. There will be testimony of witnesses following that who closely appraised the job, and we didn't offer him or examine him on that point, for that very purpose, -- because we are not relying and did not at that time rely on his judgment as an estimator on this particular job.

Q (By Mr. Lindas) Then in so far as the model 3-A is

A15 concerned, the one that shows the profile prior to the time the bid was submitted, you were only following instructions in putting those lines on that and drawing them out in that particular manner. Is that correct?

A That's correct.

Q Now, if you will notice on that model, Mr. Brown, and also on the upper model, Model 3-B, there is indicated thereon what purports to be a shaft and a log. Now, the log on there does not fully reflect all the information that was on the log. Isn't that correct, sir?

A I wasn't aware of that. I thought it was an exact copy of the log as typed out and given to us at Eugene.

Q Well, do you have the copy from which you ----

A I believe it is here, yes.

MR. BIGGS: Yes. Perhaps you have one, too. We were going to offer it. Let's have the one that was actually given. If you would like, we would offer that at this time. I think you can check its accuracy with your own file number.

MR. LINDAS: Do you want to introduce it now?

MR. BIGGS: Fine. Fine. We were going to. We couldn't do everything through one witness.

5 If the Court please, we will have this marked now as Exhibit No. 5.

(The document, so offered, being tabulation

A16 entitled "Soil Exploration Log Low Pass Summit," was thereupon marked for identification PLAINTIFF'S EXHIBIT 5.)

THE COURT: Does counsel have any objection to this?

MR. BIGGS: Do you have any objection?

MR. LINDAS: No objection.

THE COURT: It may be marked as admitted.

(The document, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 5.)

MR. BIGGS: I am handing you now, Mr. Brown, Exhibit No. 5, and ask you to state what that is, if you know.

A Well, this is a typewritten sheet on which is shown the results of the test hole that was drilled by the Oregon State Highway Department. Everything on here, I believe, is a copy of the Oregon Highway results.

MR. BIGGS: Do you know as a fact whether that is the exact copy that was given to Mr. McDougall by the State Highway Commission? Do you know that, or don't you know it?

A I don't know exactly.

MR. BIGGS: It wasn't given to you. Is that correct?

A No.

MR. BIGGS: The testimony of Mr. McDougall will be that this is the document that Mr. Putnam, your engineer, gave him at

A17 the time he was bidding the job, and, Mr. Lindas, for your convenience and the jury's convenience, we have all of the information on that drill log set up in an exhibit so that as you discuss any particular matter the jury can follow you and see it. Would you like to make use of that?

MR. LINDAS: Not right at this moment. Thank you.

Q (By Mr. Lindas) Now, I hand you again the exhibit, Plaintiff's Exhibit No. 5, and ask you what the lower paragraph -- if you would read that to the jury.

A "Formation is alternate sandstones and shales. Drilling moderately hard because of abrasive character of material and high compaction factor. Hard drilling through indurated shale zone. Boulder or concretion encounter at 137' and 149'." Date of report, 3-28-52.

Q Now, when I referred to the prior question, Mr. Brown, your model does not have that information contained in the paragraph you just read, particularly Exhibits 3-A and 3-B?

A That paragraph does not show on either of those.

Q Now, Mr. Brown, I don't suppose anyone assumes this, but just in order to clear the record, the distance between the black and the orange at the locale of the test hole on Exhibits 3-A and 3-B doesn't intend to indicate that the hole was that wide, does it, sir?

A18

A No, sir.

Q Do you know what size the drill hole was?

A No, I don't. I think it was six or eight inches in diameter. That was merely left wide for drafting clarification, so you could read the print.

Q Is the hole depicted on there the small shaft that you show in both of these exhibits, or on both of those exhibits? Are they to scale to show the size of the hole?

A Not the width; no, sir.

Q So actually, Mr. Brown, you were just the technician used in order to draw these plans and submit them here, based on the information that was furnished you?

A That's correct.

Q And, as I understand it, some of the information, though, you did get, yourself, from the Highway Department plans?

A Correct.

Q Now, referring to Plaintiff's Exhibit 4, with the two inserts, the top insert being Plaintiff's Exhibit G, this shows the hill or the hogback as it appeared before any work was done, does it not?

A Yes, sir.

Q This has been drawn to a scale of one inch to 20?

A Yes.

Q Do you know what the percentage of slopes would be on the east and west side of this hogback?

A19

A No, I can't answer that. I don't know exactly what you mean.

Q Well, it is very steep, is it not?

A Yes.

Q Much more steep than would appear in a scale model if seen on the property -- I mean at the site?

A No, that is exactly the way the site is.

Q Yes. In other words, the actual cut, or the actual hogback, would be how many times larger than this?

A 240.

MR. LINDAS: 240 times.

MR. BIGGS: What?

A One inch equals 20 feet, -- a ratio of 1 to 240.

MR. LINDAS: May I have just a moment, your Honor?

THE COURT: Yes, you may.

MR. LINDAS: Thank you, sir. We have no further questions.

MR. BIGGS: I don't think I have any further questions, if the Court please.

THE COURT: You may step down, Mr. Brown.

(Witness excused.)

MR. BIGGS: Now, may we call Mr. Guthrie, if the Court please.

May I say that Mr. Brown had to return to Portland. That was the reason we put him on at this time, if the Court please, but if it is all right with counsel he will

A20

be available after today. He has some meetings there that he has to attend.

MR. PETERSON: Thank you.

JACK H. GUTHRIE was thereupon produced as a witness in behalf of the plaintiff, and, having been first duly sworn, testified as follows:

MR. BIGGS: If the Court please, I would like to have a number of pictures marked for identification here. They are duplicates.

THE COURT: Will you identify the witness, please?

DIRECT EXAMINATION

BY MR. BIGGS:

Q Would you state your full name into the record, please?

A My name is Jack H. Guthrie.

Q Where do you reside, Mr. Guthrie?

A My home is ----

MR. LINDAS: Excuse me. I missed his first name.

MR. BIGGS: His name is Jack Guthrie.

Q (By Mr. Biggs) Your home is where?

A My home is at 655 I Street, Toledo, Oregon.

Q That is your permanent residence. Is that correct?

A That is my permanent residence.

Q What is your occupation, Mr. Guthrie?

A I am a civil engineer.

A21

Q And what academic training have you had to prepare yourself for that occupation?

A I am a graduate from an accredited college in civil engineering.

Q What college is that that you graduated from?

A I graduated from Massachusetts Institute of Technology in Boston, Massachusetts.

Q Can you keep your voice up just a little bit?

A All right, sir.

Q Did you say from the Massachusetts Institute of Technology in Boston?

A Technology; Massachusetts Institute of Technology at Boston, Massachusetts.

Q Yes. M.I.T., as it is known as. Is that correct?

A Yes.

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C-4

P-5
k-20

Q Is that where you took all of your training?

A No, sir, I received training during the war from the Colorado State College, at Fort Collins, Colorado, under the ASTP program.

Q That was something to do with the Army?

A Yes, sir.

Q You were in the Army?

A Yes, sir. Then after the war, I spent two years at Multnomah College in Portland, which is a Junior College. Then I west back east to M.I.T.

Q By whom are you employed at the present time?

A I am employed by Natt McDougall Company.

Q How long have you been employed by the Natt McDougall Company?

A Just a little over three months.

Q Where are you stationed at the present time?

A I am stationed down in Eugene.

Q Eugene, Oregon?

A Yes.

Q Is that in connection with some work they are doing down there?

A Yes.

Q You had nothing to do, I take it, with the construction of the Low Pass Section of the Siuslaw Highway.

A Nothing, sir.

k-21

Q Have you, at Mr. McDougall's or my direction, made photographs of the area out near the Low Pass, in the Low Pass area, Mr. Guthrie?

A Yes, I had somebody take some pictures.

Q Were these made under your supervision?

A Yes.

Q By a professional photographer?

A Yes.

Q Were you present at the time?

A Yes.

Q I am handing you here a group of pictures, which I will ask the reporter to mark first for identification.

(Group of pictures, so offered, thereupon marked for identification PLAINTIFF'S EXHIBITS 6 to 30, both inclusive.)

Q (By Mr. Biggs) I am handing you now Plaintiff's Exhibits for identification 6 to 30, inclusive. I will ask you to state, Mr. Guthrie, when those pictures were taken.

A These pictures were taken on Friday, January 3, I believe.

Q Just recently, this month?

A Yes.

Q Just prior to this lawsuit?

A Yes.

Q By whom were they taken?

A The fellow's name--I do not remember his last name.

k-22

Q Is his name on the back of those?

A No, but his first name is Millard, and he is with the Northwest Photographic Illustrators at Eugene.

Q Are they commercial photographers?

A Yes.

Q Were those taken at the places indicated?

A Yes.

Q Were they taken in your presence?

A All of them, yes.

Q In your opinion do they accurately portray the conditions they purport to portray as of the time they were taken?

A They show the area that I wanted to show.

Q Accurately, would you say?

A That's right. They show everything that is on the site now.

Q I believe some of those pictures show a little snow out there. Was there snow when you were out there too?

A Yes, there was.

MR. BIGGS: Now, if the Court please, I would like to offer each of these in evidence. Counsel has not taken time to see all of them.

THE COURT: Gentlemen, it is very close to the noon hour so I think that we will recess at this time and excuse the jury for the noon recess, and during that time counsel may examine the photographs.

k-23 (Whereupon the jury was excused until 1:30 o'clock P.M.)

MR. LINDAS: Let the record show we have no objection to the exhibits, your Honor.

THE COURT: Very well. There being no objection, the photographs marked for identification 6 through 30, inclusive, may be marked as admitted.

(The photographs, so offered and received, were were thereupon admitted in evidence and marked PLAINTIFF'S EXHIBITS 6 to 30, both inclusive.)

end P-5 (Thereupon, at 11:55 o'clock A. M., a recess was taken until 1:30 o'clock P. M. of this day, Monday, January 9, 1956.)

C-6
A22

AFTERNOON SESSION

1:35 o'clock P. M.

MR. BIGGS: May the record show that Exhibits 6 to 30, inclusive, have been admitted in evidence.

Q (By Mr. Biggs) Mr. Guthrie, you stated that these pictures were taken under your direction on January 3?

A Yes.

Q Did you want to correct that testimony?

A Yes, it was taken December 30th.

Q December 30th. And you received the finished prints, did you, on the 3d?

A That's right.

Q Is that correct? And you would like the record to show that correction?

A Yes.

Q Now, would you just tell the jury what the first exhibit is and on down through the line. First I will ask you, have you prepared also a duplicate set of those prints?

A I have, sir. I have written on the back of the other set.

Q Is that the set that I have here in my hand?

A I believe it is, sir.

Q And have you arranged them in the same order that you have arranged the exhibits?

A Yes, I have, sir.

Q And what is the plan of the arrangement?

A23 A The plan of the arrangement is the photographs on the old road are arranged from east to west, and on the new road through the old cut from west to east.

Q Now, when the jury's view of the premises was taken, the job was approached, the cut was approached, from Eugene. Would that be approaching from the east?

A What part of the job was it approached from?

Q That is, the old road. We came out from Junction City to the summit, and then we went along the old road west to where it joined the beginning of the project and proceeded back the other way through the cut. Would you tell us, then, which directions we were traveling?

A That's right, sir. The old road, as the sequence of these pictures, is from the Junction City end on the old road toward the coast, on the old road, and then on the new road from the coast end toward Junction City.

Q And is that the way the pictures are arranged?

A That is right, sir.

MR. BIGGS: All right. With counsel's permission and the Court's permission, I would like to hold up here a duplicate, one of the duplicates, if the Court please, so the jury can see what exhibit the witness is referring to.

MR. LINDAS: No objection.

MR. BIGGS: All right.

A24

Q (By Mr. Biggs) Referring, then, to Exhibit 6, will you tell the jury what it shows?

A The first picture shows the cut on the old road taken at approximately Station 80 to 81, which is directly at the summit of the Big Cut.

Q On this model, then, where -- you can't show it from this model. It would be on the hill, on the north side. Is that right?

A That's right. It would be on this side right on top.

Q Yes. And when you are referring to stations, you are referring to stations on the plans as prepared by the State Highway Commission?

A That's right.

Q Yes, sir. Do you have that legend endorsed on the picture so that the jury, in referring to it, can know what the location is?

A Yes, I have. I have a piece clipped to these, and written on the backs of that set.

MR. BIGGS: I see. I think maybe, your Honor, I won't try to pass each one of these around to the jury at this time.

Q (By Mr. Biggs) Now, will you refer to Exhibit 7 and state what it is.

A That is another photograph of the old road at the summit, taken between Stations 80 and 81.

Q And Exhibit 8?

A25 A That is a cut on the old road taken at approximately Station 63. It shows the cut as is existing on the old road.

Q On the old road, yes. All right. 9.

A It is another picture of a cut on the old road taken at one end of the bench, and is at approximately Station 60.

Q Just proceed on down through, then, and we will make it a little faster, because the jury will have a chance to see them all.

A The next picture is a cut at the station from 49 plus 50 to 53. This is taken at the easterly end of this section, so it would be approximately Station 53. It is a cut that ----

Q At the easterly end or the westerly end?

A The easterly end.

Q The easterly end. All right.

A (Continuing) Of this Section 49 to 53.

Q Oh, I see. Yes.

A (Continuing) It is a cut that has been told to me that Natt McDougall made ----

Q No, you can't testify to that. Mr. McDougall will talk about that later. That would be hearsay.

A All right.

Q Now, would you refer to the next one by exhibit number?

MR. LINDAS: May I ask, is he still referring to the old road?

A26

He didn't mention.

MR. BIGGS: Yes, the old road.

A This next picture is a cut ----

Q (By Mr. Biggs) What is the exhibit number? Just look on the back.

A Exhibit No. 11.

Q All right.

A This is a picture of the same cut shown in Exhibit No. 10 towards the westerly end of this section from 49 to 50 -- 49 plus 50 to 53.

Q All right. The next one.

A This is another cut on the old road.

Q The number, please, -- just Exhibit 12.

A Exhibit No. 12. This is another cut on the old road opposite Station 45.

Q All right.

A Exhibit No. 13 is a picture of the north side of the Big Cut taken from the south side just below the bench.

Q Just as you are entering the Big Cut?

A That's right, sir.

Q All right. The next exhibit number.

A Exhibit No. 14. This is a detailed picture of the north side, the west end of the north side, showing the Big Cut.

Q All right. What is the next one?

A Sir, you haven't got the same picture I have.

Q Haven't I? It slipped out of my hand. Well, I'll tell you. Maybe you can show them rather than take the time.

A I would like to correct that last statement on that one. That was not correct.

(Discussion between counsel and the witness off the record.)

THE WITNESS: Referring back to Exhibit No. 13, I believe, this is a picture of Exhibit No. 13, showing the composite of the north side taken from the south side.

Q (By Mr. Biggs) That is the north side of the cut as actually made. Is that correct?

A That's right.

Q Taken from the south side?

A That's correct, sir.

Q All right. The next one?

A Referring back to Exhibit 14, ----

Q Go ahead and show it on that, and let's ignore mine, because I don't think I will be able to find it.

A That is No. 14.

Q This one right here? All right. Then what about 14?

A That is the north side, detailed picture of the north side, at the east end -- or pardon me -- the west end of the Big Cut.

Q Of the Big Cut. As it looks now. Is that correct?

A That's right.

A28 MR. LINDAS: What number is that? Is this No. 16 now?

A No, sir.

Q (By Mr. Biggs) What is that number? Just tell him the number you are talking about.

A I am talking about No. 14.

MR. LINDAS: No. 14?

MR. BIGGS: Yes.

THE WITNESS: Exhibit No. 15 is a picture of the north side of the Big Cut showing just the side of it, more of a detailed picture.

Q (By Mr. Biggs) When you say "the north side of the Big Cut," now, or the south side, you are referring to one or the other side of this. Is that correct?

A That's right.

Q This is the north side and this is the south side (indicating). Correct?

A That's right, sir.

Q All right. The next one?

A This is another, Exhibit No. 16. This is another picture of the north side, and it is taken more detailed than the Exhibit No. 15.

Q All right. The next one.

A Exhibit No. 17. It is taken on the north side.

Q Taken to show the north side?

A It is taken to show the north side. It is west -- or

A29

pardon me -- east of the picture previously shown.

Q All right. The next one is ----

A This is a picture of the north side of the Big Cut, Exhibit No. 16, and it is east of the previous picture.

Q The next one?

A This is another picture of the north side of the Big Cut, Exhibit No. 19. It is the east end of the Big Cut.

Q And of the north side?

A On the north side.

Q All right.

A Now, back to these.

Q Pardon? Are these the ones that are next, then? All right.

A Sir, you have two pictures missing.

Q I have two that are in there some place. Let's just use yours rather than try to take the time to find mine. Just refer, if you will, to the next.

A This is Exhibit No. 20, showing the west end of the south side in the Big Cut. It is a large picture just to show the general view of the area.

Q All right.

A (Continuing) This Exhibit No. 21 is again of the south side of the Big Cut, showing the center portion of this Big Cut. It is not in detail.

This is Exhibit No. 22. It is the east end of the

A30 south side of the Big Cut, just showing the general area, — no detail on it.

Q Now, are you caught up with me?

A Yes, sir.

Q All right.

7 A Exhibit No. 23. It is the south side, the west end of the Big Cut. It shows the detail of that portion of the cut.

Exhibit No. 24 is a detailed chart of the south side of the Big Cut just to the east of the previous picture, and shows the detail of the rock in the cut.

Exhibit No. 25 is the south side of the Big Cut, and it is east of the previous picture. It shows the detail of the cut, itself.

Exhibit No. 26 is another detail of the south side of the Big Cut.

Q All right.

A Exhibit No. 27 is a picture of the south side of the Big Cut showing the east end of that section.

Q Is that the next one in your order?

A No, sir. It is the other one.

Exhibit No. 28 is taken from the north edge of the Big Cut right at the summit, showing the east end of the south cut and also a portion of the fill just east of the Big Cut.

A31 Q I am not sure about the others of these. If you will just tell me.

A This is the next one (indicating).

Q All right.

A Exhibit No. 29 is taken from the south side, showing the fill section just to the east of the Big Cut. It is the curve starting at Station 85 plus 45.50, and ending at Station 93 plus 07.88.

Q All right.

A Exhibit No. 30 is taken just on the east of the Big Cut along the south side of the fill, which was mentioned in the previous picture, and it shows the edge and slope of the rock fill.

Q Was that covered with snow, too?

A Yes, sir; that was all snow.

Q All right. Is that all of them?

A Then these, I guess, were duplicates.

MR. BIGGS: With the Court's permission, we would like to have the labels as to the locations and stations attached to the pictures, actually affixed to them, so they won't be loose, but that can be done during the recess.

THE COURT: Very well.

MR. BIGGS: And we have an extra set of these for the use of counsel or the Court or jury or anybody who desires to see them.

A32 Q (By Mr. Biggs) Mr. Guthrie, state whether or not you made certain measurements on the highway out there in addition to taking pictures.

A I did, sir, on the cuts.

End C-6

P-7
k-24

Q And will you state what measurements you took and when you took them?

A Could I look at my notes ?

Q Yes, if you have any memoranda of the measurements.

A On December 19, 1955, I went out with a Mr. Tommy Miller and Mr. Pete Gilkinson, and we made measurements along the Big Cut; that was taken at the stations to show the amount of shale in the cut itself.

Q Now can you use one of these pictures just for illustrative purposes to tell the jury a little more clearly, just precisely what you were trying to measure? This was on the south side or the north side?

A It was taken on both sides.

Q All right, will you find whichever picture you can just for illustrative purposes, what you were trying to make?

A Exhibit No. 18 shows exactly--

Q (Interposing) You can come down here if you prefer, or you may stay there. Go ahead.

A We were trying to measure these seams of shale, as between the rock itself. That is, you can see the seams all the way through the rock, and that was what we were trying to measure.

Q You were simply trying to get a determination of the width of the shale as compared with the width of the rock?

A That's correct.

k-25

Q How did you make those measurements?

A By the use of a tape; we put one end at the top of a berm or slope, or shelf.

Q When you speak of berm, you are speaking of one of these shelves?

A That's right.

Q All right.

A Dropping the end down and holding it on a station parallel with the slope, then taking and looking at the tape and measuring the width of these seams.

Q Did you record your readings?

A Yes, I recorded the readings.

Q Do you have with you the original record of those readings?

A I do, sir.

Q May I have that, please.

(Witness handing document to counsel.)

MR. BIGGS: At this time, if the Court please, we will ask the reporter to mark for identification two yellow sheets. They can be marked as two different exhibits.

(Data sheets, so offered, were thereupon marked for identification PLAINTIFF'S EXHIBITS 31 and 32.)

Q (By Mr. Biggs) Calling your attention first to Exhibit 31, I will ask you if that is a record made at the time and recording the distances of the width you recorded.

A Yes.

k-26

Q I will ask you to examine Exhibit 32, and to state what that is.

A Exhibit 32 is to show the angle of the shale seams as shown on each side, and also a clarification of the method of measurement.

Q Is the document which is marked for identification number 32 necessary to explain Exhibit 31 or to amplify Exhibit 31?

A It is to amplify Exhibit 31, especially in the case of measurement.

Q Is it diagramatic or is it actually a true measurement of the angle?

A I don't understand.

Q Did you run the angles in by actual measurement on that?

A No, sir.

Q Or is it just an impressionistic thing?

A It is impressionistic.

(Exhibits 31 and 32 handed to counsel for examination.)

Q You show two columns, one entitled "Left" and the other entitled "Right". What do the directions indicate?

A As you proceed from station to station, otherwise from station 74 to station 75.

Q It would be from west to east, is that what you mean?

A Yes, sir, the stationing goes from west to east.

Q Left would be the north side and right would be the south side?

k-27

A That's right, sir.

MR. PETERSON: May it please the Court, may I ask the witness a question?

MR. BIGGS: Certainly, as far as I am concerned.

MR. PETERSON: I will hand you the exhibit in question, which is Exhibit 31, and I will point to--perhaps I can do it better by indicating it. I am now pointing to the exhibit, in the right-hand column, and on the third line down you have the insignia "61-foot slope distance". That would be the distance from the top of the cut to the bottom?

A That would be the distance from the top of the berm down to the bottom, taken along the slope of that side cut; not a vertical distance.

MR. BIGGS: Mr. Peterson, I was going to ask those questions. If you want him to proceed, why don't you ask him to come down here and perhaps he can use this model to illustrate.

MR. PETERSON: Well, I would like to ask--right under that you have the figures 12 inches, 6 inches and 6 inches. What do they represent?

A Shale seams.

MR. PETERSON: Does that represent all the same seam--is that what that has to do with?

A That represents all the seams, on measuring vertically--

k-28

pardon me--not vertically but along the station down from that berm of that section. There were three shale seams there, 12 inches, 8 inches and 6 inches; those are the widths of those seams.

MR. PETERSON: I see. Thank you.

MR. LINDAS: Have you offered them?

MR. BIGGS: I am going to offer them. At this time, if the Court please, we offer in evidence the exhibits marked for identification 31 and 32.

MR. PETERSON: No objection.

THE COURT: They may be admitted and so marked.

(Data sheets above referred to, so offered and received, were thereupon admitted in evidence and marked PLAINTIFF'S EXHIBITS 31 and 32.)

Q (By Mr. Biggs) Will you come down here. Now taking your Exhibit 31, Mr. Guthrie, I would like you to show--would it be easier if we turned that around?

A I think so.

Q Would you just show the jury what the measurements are that you discussed now and how they were taken, using this model to illustrate that, Mr. Guthrie?

A These measurements were taken at 50-foot intervals, otherwise taking the station 78, 78 plus 50, 79, and so on through the Big Cut. They were taken from the

k-29

bench down to the existing roadway, and taken at the slope in this manner, from the top of this berm down to the bottom. Any shale seam that crossed the tape was recorded on the width of the shale seam.

Q And how many readings then or measurements did you take throughout the Big Cut?

A The stations included are 77 through 78.

Q At 50-foot intervals?

A At 50-foot intervals, yes.

Q Then when you show in your columns so many seams of shale and so many of blocks of sandstone, and so on, is that within each one of these 50-foot intervals?

A It is these seams across the tape, as it hung down.

Q I see. All right, now will you just tell the jury--strike that. Did you take similar measurements from the other side?

A Yes, sir. When I include stations, I mean they include both sides.

Q And where your exhibits in the column containing a lot of figures is headed "Left" that means it was taken on the north bank, is that right?

A That's right.

Q And in the column headed "Right" it means measurements taken on the south bank, is that correct?

A Yes, sir.

k-30

Q Now would you just tell the jury then--perhaps you had better take each one of them--what the measurements actually showed, first as to the width of the seams of shale and then the widths of the blocks of sandstone on the north side?

A At station 77, which is at the west entrance to the Big Cut, we had a 50-foot slope distance from the top to the bottom here. (Indicating) We had approximately 50-foot distance with about 30 feet of solid sandstone. At 77 plus 50, on the right side, the slope distance was 56 feet and it showed approximately 56 feet of solid sandstone. At station 78, on the right side, the distance was 61 feet slope distance, and showed three shale seams; one of 12 inches, one 8 inches and one 6 inches in thickness. On the other side, at station 78, it shows 60-foot slope distance, and approximately 60 feet of solid sandstone.

Q Let's do this--I don't think we should take the time to go through each one. Could you step up toward the jury and take an illustrative one and explain it, then the document thereafter will be its own evidence; that way we will not take the jury's time to go clear through it.

A I will/take station A, which is approximately right in the center of the cut. On the left-hand or north side,

k-31

the slope distance from the top of the berm to the roadway is 72 feet. The tape crossed shale seams at 24 inches, 12 inches, 3 inches, 3 inches, 3 inches and 3 inches.

Q Now does it show how many feet of sandstone it crossed in that same measurement?

A It would be the subtraction of the shale seams from the slope distance.

Q Everything that is not shale seams would be sandstone for the whole distance of 72 feet of slope, is that correct?

A That's correct.

Q Then you could calculate for us there in that one measurement--how many inches of shale did you have?

A Four feet of shale.

Q Out of 72 feet over all?

A Yes.

Q Sixty-eight feet of sandstone and four feet of shale?

A Yes.

Q Without going through all the rest of them, is that what that exhibit is designed to show?

A That's right.

Q That at 50-foot intervals on both sides of this cut, you took those measurements to show the comparative amount of shale with sandstone, is that correct?

k-32

A Yes.

Q Now what is your Exhibit 32?

A It is just to show the slope of the shale seams in the sandstone. On the left-hand side, which would be the north side, the shale seams were shown at approximately 80 degrees--that is looking at them; otherwise, they were not vertical, they were 10 degrees from the vertical. On the right side they were approximately at 45 degrees, the shale seams in the sandstone. That is, it is halfway between horizontal and vertical. This other typical section cut just shows the method of measuring the distance. It was measured on the slope distance down to the bottom of the cut or roadway.

Q These lines then that you have drawn on an angle do not indicate anything so far as quantity of shale or of sandstone?

A No, sir.

Q And it is purely impressionistic?

A That's right.

MR. BIGGS: We offer it, your Honor.

THE COURT: It has been admitted.

MR. BIGGS: Yes; thank you.

Q (By Mr. Biggs) Did you take any measurements along the shoulders of the highway?

A Yes, sir. The same people I was with on December 19,

k-33

we made measurements on the fill sections, the one just to the west of the Big Cut and from the Big Cut to the east, approximately 4,000 feet.

Q Would you show on this profile now where we are talking about. Would you stand over this way so you will not be in the way of the jury.

THE COURT: Mr. Biggs, has that been identified in any way?

MR. BIGGS: It has not, your Honor. I referred to this in the opening statement. I presume it should be offered. You have had a chance to examine it, have you?

MR. LINDAS: Yes.

MR. BIGGS: If you want proof to support it, we can put on testimony.

MR. PETERSON: It could be admitted with the understanding that it shows two different scales.

MR. BIGGS: Yes, one is vertical and one is horizontal. At this time, your Honor, I would like to have this marked and offered.

MR. PETERSON: No objection.

THE COURT: There being no objection, Plaintiff's Exhibit 33 will be admitted.

(Profile drawing above referred to, so offered and received, was thereupon marked as admitted in evidence as PLAINTIFF'S EXHIBIT 33.)

k-34

Q (By Mr. Biggs) This is a profile drawn to two scales, one a horizontal and one a vertical scale?

A Yes.

Q Now would you indicate in what areas you took measurements of the width of the shoulders of the highway.

A I took them to the west of the Big Cut in this section here on the right side, which is the south side. And I took them from this--

Q (Interposing) Let's get it oriented. This is west, the ocean side?

A Yes.

Q And this is the Junction City side?

A Yes.

Q And you took one just to the west of it?

A Yes. Then I took measurements of the extra widths of the shoulders from just past the Big Cut to station 124, which is down here. Most of those were on the right side.

Q That would be lineal--what distance?

A Approximately 4,000 feet.

Q Almost a mile east of the Big Cut?

A Yes, four-fifths.

Q Yes.

A Both of these were on the right-hand side except for a small portion from station 91 through 98, this fill in k-35 here.

Q You say the right-hand side--do you mean the shoulder of the highway?

A Yes.

Q Looking east, which would be the south side of the highway, is that correct?

A Yes.

Q All right. What measurements now did you actually take--I mean what did you purport to take?

A We took the measurements from the edge of the hill, otherwise the pavement or blacktop as laid down, and the crest of the fill, the point where the slope comes in and meets the bottom of the roadbed.

Q That is, you took the width from the edge of the blacktop out to where the shoulder breaks down?

A To the slope, yes, sir.

Q To the slope, is that correct?

A Yes, sir.

Q And then you measured from there to what other point?

A From the edge of the pavement to the top of the slope.

Q I see. All right, do you have those recorded?

A Yes, I do.

Q Were those measurements noted and recorded at the time they were made and on the ground?

A Yes, sir.

k-36

MR. BIGGS: May we have these three yellow sheets marked as one exhibit.

(Three data sheets, so offered, were thereupon marked for identification PLAINTIFF'S EXHIBIT 34.)

MR. BIGGS: We offer in evidence, if the Court please, at this time Plaintiff's Exhibit 34.

MR. PETERSON: No objection, your Honor.

THE COURT: They will be admitted. Have them marked.

(Three data sheets, so offered and received, having been previously marked for identification, were thereupon marked as admitted in evidence as PLAINTIFF'S EXHIBIT 34.)

Q (By Mr. Biggs) Now, Mr. Guthrie, Exhibit 34 is headed "Triangle Lake, Oregon State Highway Department," et cetera. In the right-hand column is a list of figures inscribed "Station". What does that indicate?

A Those are stations as set up by the Oregon State Highway Department, and shown on the bottom.

Q Then there is another column entitled "Shoulders" and under that--what does that data indicate?

A The measurements are to the leftfor the south--pardon--left for the north side, and right for the south side. It indicates the distances from the edge of the pavement

k-37

to the top of the slope.

Q Then right and left is the detail of that measurement?

A That's right.

Q Could you take one of the photographs in evidence and using that to explain to the jury just how the measurements were taken, and then just what the measurements were.

A Referring to Exhibit 29, in this Exhibit 29 you can see the pavement, and the edge of it would be the edge of the blacktop. The measurement was made from the edge of this blacktop to the top of this shoulder. You can notice it shows definitely the outline of the shoulder itself. It is flat here, from the edge of the shoulder to the edge of the slope, where rock lies on the slope. The black and white is the slope itself, and the darker part is the shoulder itself, of the road.

Q I notice there are two columns here, one called "Extra Width". There is a column, left extra width and right extra width. Does the first column in each instance under left or right indicate the actual measurements, or do I have a different exhibit? All right, I see.

A I just have recorded on the stations, on the right-hand side, which would be the south side, a width from the edge of the pavement to the top of the slope. And this

k-38

is recorded for all field stations that the Big Cut went into. That is, from the one directly to the west, then the fill stations to the east.

Q Did you examine the plans of the State Highway Commission to determine what the design width of the shoulder was?

A I did not, sir.

Q If you would assume that the design width of the shoulder was five feet, then how would you compute the extra width from these figures?

A It would be the subtraction of the five feet from the measured distance.

Q Could you just then tell us what the measured distances were? I think if you will just read them--unless you have a summary--do you have a summary?

A No, I don't.

end
P-7

C-8
A33

Q (By Mr. Biggs) Will you proceed.

A At Station 73 plus 75, which is just to the west of the Big Cut, on the right-hand side, the shoulder distance was nine feet. 74 plus 25, shoulder distance on the right-hand side, nine feet. 75 plus 50, shoulder distance on the right-hand side was 12 feet. Station 76 plus 00, shoulder distance on the right-hand side, 24 feet. 76 plus 25, the shoulder distance on the right-hand side, 65 feet. That is the fill just to the prior of the Big Cut, or to the west.

Leaving the Big Cut, in the first station -- not the first station, but the first station on the fill past the Big Cut, 84 plus 50, on the right-hand side the shoulder distance, 14 feet. Station 85, the shoulder distance on the right-hand side, 53 feet. Station 85 plus 75, shoulder distance on the right-hand side, 43 feet. Station 86, shoulder distance on the right-hand side, 11 feet. 86 plus 50, shoulder distance on the right-hand side, 17 feet. Station 87, shoulder distance on the right-hand side, 15 feet. 87 plus 50, shoulder distance on the right-hand side, 15 feet. 88, shoulder distance on the right-hand side, 14 feet. 88 plus 50, shoulder distance on the right-hand side, 14 feet. Station 89, shoulder distance on the right-hand side, 12 feet. Station 89 plus 50, shoulder distance on the right-hand

A34

side, 15 feet.

Q I think we won't bother about going through all the rest of it. It is all on the exhibit. Is that correct?

A That is right.

Q And then it narrows further on down, does it?

A Yes.

Q What is the least measurement that you took that you can turn to quickly in that whole distance of a mile east?

A I have one station, Station 118, shoulder distance on the right-hand side was seven feet.

Q Was seven feet. And that is the least one that you took on the whole right-hand side. Is that correct?

A Yes, sir.

MR. BIGGS: All right.

MR. PETERSON: What station number was that? I missed it.

A 118.

MR. BIGGS: I think probably that is illustrative, and it will be before the jury and any other witnesses that want to refer to it.

Q (By Mr. Biggs) Then I will ask you, did you make some measurements of the width of the shale and the sandstone on the old cut, the exposed area in the old cut, immediately opposite the Big Cut?

A I did, sir.

Q All right. And what kind of measurements did you make

A35

there?

A I measured the width of the sandstone seams and the shale seams along a horizontal line along that cut.

Q That is, in a manner comparable to the measurements that you made in the new cut, in the Big Cut?

A No, sir. The measurements in the old road were taken along the horizontal, and the measurements in the new cut were taken along the vertical. This is just a representative measurement.

Q Would you want to use a picture of the old cut, there, in the old highway to illustrate how the measurements were made that you just referred to? Refer to the exhibit number.

A Exhibit No. 7. This is a picture of the old road, the cut directly above the new cut. That is Station 82, 81. My measurements were taken horizontal to this cut along a horizontal line.

Q And did they show the comparative width of the shale seams and of the sandstone seams, Mr. Guthrie?

A They did.

Q Did you record those measurements?

A I did.

Q Do you have with you a record of those measurements as made at the time?

A Made December 29th.

A36

Q December 29th?

A Of last year.

(The document, so offered, being tabulation, was thereupon marked for identification PLAINTIFF'S EXHIBIT 35.)

MR. BIGGS: I offer in evidence at this time, if the Court please, Plaintiff's Exhibit No. 35.

THE COURT: Mr. Peterson, any objection?

MR. PETERSON: No objection.

THE COURT: It may be marked as admitted.

(The document, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 35.)

Q (By Mr. Biggs) Referring, now, to Exhibit 35, can you summarize for the jury the contents of that exhibit? It speaks for itself, but rather than having to read all of the detail on it, would you indicate what it shows and what the illustrative measurements are?

A I have made a small sketch of the cut, itself, and I show ---

Q That is the old cut, now, we are talking about, on the old highway. Is that correct?

A That's right, sir. And I have shown the approximate angle of the sandstone to the horizontal as being approximately 75 degrees, not measured, but just looking at it

A37 and assuming that, and I have stationed this from 79 plus 25 to Station 80 plus 00.

Q That would be almost directly to the north of the Big Cut, wouldn't it?

A That is, yes.

Q All right.

A (Continuing) From 79 plus 25 to 79 plus 50, 25 feet, I have nine feet of shale with sandstone that is just surface rock, three feet of decomposed sandstone, five feet of shale, five feet of decomposed sandstone, and three feet of shale.

Q That is fairly illustrative, is it, of the measurements?

A Yes, sir.

MR. BIGGS: All right.

You may cross-examine.

CROSS EXAMINATION

BY MR. PETERSON:

Q Mr. Guthrie, would you explain to the jury why you measured the one set of seams on the new cut on the vertical and those on the old cut on the horizontal?

A I cannot explain -- I will say this: that the new cut lent itself to be measured from the bench down, which was suggested to me, and I followed -- let's say I was told to measure it that way on the new cut, and on the old cut it was measured along the horizontal because if

A38 you measured it along the vertical you would not include all the seams in that area.

MR. PETERSON: No other questions.

REDIRECT EXAMINATION

BY MR. BIGGS:

Q Do I understand correctly that the seams were so wide on the old cut that if you simply dropped a tapeline down you would never be crossing any layers of anything else?

A You would not include all the layers in the area if you measured the vertical.

MR. BIGGS: That's all. Thank you, Mr. Guthrie.

THE COURT: You may step down.

(Witness excused.)

THE COURT: We will take a recess at this time, gentlemen, and, ladies and gentlemen of the jury, you may retire to the jury room.

(Recess)

THE COURT: Mr. Biggs, you may call your next witness.

MR. BIGGS: Your Honor, may I ask that the record show that the contract between the McDougall Company and the State may be marked Plaintiff's Exhibit 1 and received in evidence? I think it is admitted on the pleadings, and a copy of it has been attached to the pleadings. Also, the plans, we would like to have introduced into the record as Exhibit 2.

Now, I have conferred with counsel, and neither of us has an unmarked copy. Our originals are marked up; but the State has extra copies of both of the plans, have you not?

MR. PETERSON: That is true.

MR. BIGGS: And of the contract, and have assured me that tomorrow morning they can bring those in, and at that time, then, we will actually mark them as part of the record, but in the meantime I would like the record to show that they are admitted, because Mr. McDougall, in his testimony, may wish to refer to the copies that he has, and we would like to refer to them as Plaintiff's Exhibits 1 and 2, respectively.

THE COURT: Very well.

(The documents, so offered and received, were thereupon admitted in evidence for later filing, to be marked as follows: contract between the State of Oregon and Natt McDougall Company as PLAINTIFF'S EXHIBIT 1; and plans covering the subject matter of the contract as PLAINTIFF'S EXHIBIT 2.)

MR. BIGGS: Mr. McDougall, will you take the stand, please?

A40 JACK McDOUGALL was thereupon produced as a witness in behalf of the plaintiff, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you state your full name into the record, please?

A Jack McDougall.

Q Where do you live, Mr. McDougall?

A I live in Portland, Oregon.

Q How long have you lived in Portland, Oregon?

A Since 1911.

Q I take it you were not born in Portland, but came to Portland as a pretty young boy. Is that correct?

A I was born in St. Paul, Minnesota, in 1907, and came to Portland, and I have lived in Portland ever since 1911.

8 Q Now, you are married, are you?

A Yes, I am.

Q Have a family. Is that correct?

A I have a family of five children.

Q What is your professional training, Mr. McDougall?

A I was brought up by my father to enter the construction business, in which he had spent all of his adult life until his death, and my grandfather also had spent a lifetime in the construction business. I was educated in the Engineering School at Stanford University.

A41 Q When did you graduate from there?

A In 1931.

Q And are you now a registered civil engineer in the State of Oregon?

A As soon as I was ----

Q Just answer the question, and then you may explain.

A Yes.

Q Yes, you are. When did you become a registered civil engineer?

A In 1936, five years after I was graduated from Stanford. At that time you had to wait five years after graduation before you could take the examination for a registered professional engineer's license in Oregon.

Q In the meantime, did you have to have actual practical experience?

A Yes. That was a requirement for taking the examination for the license.

Q What is your present occupation, Mr. McDougall?

A I am President of Natt McDougall Company, General Contractors.

Q Does that corporation take its name from your father?

A Yes.

Q Who are its stockholders?

A The stockholders are my mother and my brother, my sister, Mr. Robert E. McGary, and myself.

A42 Q Who is Mr. Robert E. McGary?

A Our Vice President and General Superintendent.

Q He has been with the Company for a long time, has he, Mr. McDougall?

A He has been with the Company since its organization, and its predecessor company since 1926.

Q Now, during the time that you were growing up, what experience did you actually have, yourself, in construction work?

A I first started to work during summer vacations when I was still in school in 1924, and with the exception of one summer I worked every summer thereafter. Part of one summer I had to go to an ROTC camp, of course; and, having been graduated from Stanford in 1931, I was with the predecessor company of our present company during the balance of '31 and '32. In 1931 ----

Q Well, now, just a minute. I wanted to get your training as a youngster. While you were going to school, what type of work did you do?

A I was on three dam jobs, which were sizable dam jobs in those days. They would not be sizable dams today, though, when we think in terms of Bonneville and Coulee dams. I was on considerable railroad construction. I was on a certain amount of mine stripping work in the summer of 1930 in the Calumet Range. I was taken on frequent trips

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to look over other jobs that the Company was operating that I was not assigned to, such as highway work, bridges.

Q Did you actually work some of the machinery during those years? Are you familiar with the use of heavy construction -- the operation and use of heavy construction machines?

A Yes, I operated a shovel one summer.

Q I beg your pardon?

A I operated a power shovel in the year 1929.

Q Yes. Now, Natt McDougall, you state, was your father. Did he come to Portland in 1911?

A Yes.

Q And you said something about the predecessor ----

A Pardon me. I believe he came in 1910.

Q I see. You said something about the predecessor company to Natt McDougall Company. What company was that, Mr. McDougall?

A My father came West as Western Vice President for a construction company known as A. Guthrie & Company, whose primary business originally had been railroad building, and in the early years of the century they branched out into all types of heavy construction work. In 1931 when the depression hit, A. Guthrie & Company, the original A. Guthrie & Company, got so short of contracts that preparations for its dissolvement were made which were completed in 1932, and my father, in the summer of 1932, A44 organized a company known as the Guthrie-McDougall Company, of which he was the only stockholder except for two other stockholders who only had one share to qualify as directors. Mr. Rockwood happened to be one of those directors. The Guthrie-McDougall Company is the same company that we are operating today, the only change being a change of name to Natt McDougall Company, which was made in 1938.

Q How long did your father remain active in that company -- up to the time of his death?

A Practically until the time of his last illness, but ----

Q When was that, Mr. McDougall?

A Well, he had a heart attack July 6th, 1954, and died two months later. I should qualify that by saying that he was not what would be called fully active from the time that we started on our war contracts in the fall of 1940. He ----

Q Well, that's all right. From that time on, I presume, he was semi-retired. Is that correct?

A That's correct.

Q And you then became a little more active in the business. Is that right?

A That's correct.

Q All right. Since his death, of course, you have been the active head of the corporation. Is that correct?

A45

A By agreement with him I was made President of Natt McDougall on September 1st, 1954, but that was done----

Q Well, that's sufficient.

A -- done some weeks prior to that time, and he died the next day.

Q All right. Now, what is the nature of the work? You might tell us some of the jobs that the Natt McDougall Company, within your active association with the Company, has done.

A We are in the heavy engineering construction business. We have built roads, highways, -- there is a distinction -- railroads, canals, bridges, overheads, cloverleafs, a certain amount of tunnel work, particularly tunnel lining jobs.

Q Who have been some of your customers or clients -- however you refer to them?

A The Highway Departments of Oregon, Washington, and California, the Bureau of Public Roads, Great Northern, Northern Pacific, Union Pacific, Southern Pacific, Spokane, Portland & Seattle railroad, the Bureau of Reclamation, and the Army Engineers. I would like to state, Mr. Biggs, -- I was going to add that during the war we did a sizable amount of specialized work for the Army Engineers, -- training aids, they were called.

Q What -- training aids?

A40 A Training aids at Camp Adair and Camp Abbott.

Q Those were construction work of one kind or another?

A That's right; and in connection with those a large amount of cantonment type buildings. We have had many private corporations, or privately owned corporations, as clients, such as the Portland General Electric Company, several lumber companies, like Long Bell and Hines.

Q I think that is adequate. I just wanted the jury to have some idea of the versatility of the work and the nature of the work.

A Yes.

Q Since 1931, then, when you graduated from college, you have been actively associated with the Company in one capacity or another. Is that correct?

A That is correct.

Q Now, did you have any responsibilities in connection with the estimating of the cost of the Low Pass job, which is the thing that this lawsuit is all about, and the performance of the work under the contract ----

A Yes.

Q -- for the construction for the Low Pass job?

A Yes, I did.

Q And will you state just what your duties were in that connection?

A I was responsible for the preparation of the bid that

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was submitted by our company, and I was responsible to see that the contract was carried through to completion.

Q Would you tell the jury generally and in some detail just what the Low Pass job consisted of -- type of work that was involved in it, its location, something about its statistics, and so on?

A May I refer to the profile?

Q Yes. Certainly. In the first place, where was it located, Mr. McDougall?

A The west end of the Low Pass project is a mile and a half east of a little town called Blachly, Oregon, in Lane County, on the Mapleton-Junction City highway. The purpose of the project was to eliminate a narrow, winding, extremely crooked, extremely steep section of road that was not built to modern standards, which ----

Q If you would talk toward the jury it would be more easy for these folks at the end to understand you, Mr. McDougall.

A -- which nowadays -- I mean the standard that a highway has to be built to nowadays is probably best exemplified by stating that it has to accommodate such heavy traffic as log-hauling trucks. The job in this contract was 2.54 miles in length, and starting ----

Q Do you want to use this profile at all?

A I don't need it; thank you. I think it would be easier if I started from the west end, ----

A48

Q If you will.

A -- because the stationing runs from west to east.

Q We will talk about stationing, and so on, later. I just wanted a general idea of the length of it and the type of work that was covered under it, -- whether there was clearing and grubbing and that sort of thing, you see, -- just what you were to do.

A The end to the left on the profile, as you can see, is the coast end. The end to the right on the profile is the Junction City end. The stationing starts at Station 9 plus 10.78. That is called the beginning of the project. That is where our contract started. The elevation at that point is 723 feet above sea level, according to the profile. The grade rises on a gradually ascending vertical curve approaching the summit of the Big Cut, reaching a maximum grade of about 7 per cent climb between Station 9 plus 10.78 in Station 73.

Q I don't know how important this is, but since you are referring to stations at this point, I will point out -- between what stations did you say, -- 9. ----

A 9. -- 9 plus 10.78.

Q All right. To where?

A Station 73. That is the mouth of the last cut -- no, no, -- the mouth of the last cut to the west. That's it -- to the west of the Big Cut.

End
C-8

P-9
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Q Yes. You are talking about that area in here (indicating)?

A Yes. There are a series of side hill cuts.

Q I think we will talk about that a little later when I ask you to describe terms. The thing I wanted now was the over-all length of the project and the nature of the work that was involved. What were you to do in relocating that highway? Was it broken down into certain types of work, clearing, grading and grubbing?

A Yes. The first requirement of the contract was to clear and grub the right of way for the new road. Then we were to provide all of the drainage structures of whatever nature called for in the plans and specifications. The commonest form of drainage structure under a highway is a culvert carrying water from one side of the highway to the other. However, on the east slope of the summit of the Low Pass Highway, from what we call the Big Cut, on east for a distance of about 1600 feet the plans required the installation of a rather difficult drainage system there consisting of a perforated drain pipe, very deep in a trench and surrounded with a specified size of crushed gravel or crushed rock, in order to take care of the large amount of standing water in the area that was going to be filled with material from

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the Big Cut.

Q Well, that was a part of the structural work then?

A Right.

Q And so denominated as structural work in the contract?

A That's right.

Q All right.

A No grading work could proceed until this subsurface drainage work was in place. In other words, you can't build a fill until the culverts are installed.

Q Then the excavation work in the contract called for bringing it down to a certain grade line, is that correct?

A The contract called for building a new road to the grade and to the widths and to the slopes specified in the plans and specifications. And as a guide to the most economical movement of material, they set up indications on the plans--

Q (Interposing) We will talk about that in a few minutes. I just wanted you to tell me this--the contract also called for surfacing, is that correct?

A After the grading was completed.

Q All right. The reason I wanted to defer the other was until you defined some terms. There have been some engineering terms used in connection with this case and I think it would be well if the jury knew exactly what they meant. What does the word station k-41 indicate and mean in engineering parlance, Mr. McDougall?

A A station is a horizontal distance of 100 feet and it is expressed by using the expression, the station number plus a certain distance. For instance, on this job the measurement for it started at some point called 0 plus 00, on the old highway, but the contract started at station 9 plus 10.78.

Q And 9 plus 10.78 would be 900 feet from the actual--

A 910.78 feet from the point of beginning.

Q Then every time the word "station" is used, it indicates the number of hundreds of feet from a particular point of beginning, is that correct?

A That's right.

Q Then what does the word "thorough cut" or "through cut", as it may be referred to here--what does that mean? Do you have a little diagram that we might use?

A Yes, I do.

MR. BIGGS: I will ask to have this marked for identification, if the Court please.

(Diagram, so offered, was thereupon marked for identification PLAINTIFF'S EXHIBIT 36.)

MR. BIGGS: We will offer Exhibit 36.

MR. PETERSON: No objection.

THE COURT: It may be marked as admitted.

(Diagram, above referred to, so offered and

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received, having been previously marked for identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 36.)

Q (By Mr. Biggs) You were explaining what is meant by a through cut or thorough cut. Does that diagram show it, Mr. McDougall?

A The drawing in the lower left-hand corner is an example of a thorough cut. It shows a cut with a slope on both sides. The original ground line is the top line, and when the cut is made there is a slope on both sides.

Q In other words, it goes right straight through leaving a slope on both sides?

A Yes.

Q What is the next illustration?

A The next example shows a typical daylight cut which only has a slope on one side, and may or may not, but usually does have a fill on the lower side.

Q As I understand, this diagram shows the original ground line, and when the cut is made it is made on the original design lines shown, is that correct?

A That's correct.

Q Then the material that is excavated either goes into a fill or embankment on this side, or it is wasted, is

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that correct?

A It could be hauled into another fill.

Q Yes. That is what is meant by a daylight cut?

A Yes.

Q The station is shown here as 100 feet, which you have already described, is that correct?

A That is correct.

Q Now when you referred to a one and one-half to one slope, what does that mean? Would you like to come down here? I think it would be a little more understandable that way. Just use your pointer and indicate it.

A One and one-half to one refers to a horizontal distance of one and one-half times the vertical distance. For instance, if the vertical distance was 10 feet, this would be 15 feet.

Q The horizontal would be 15 feet if the vertical were 10?

A Yes.

Q And that would make a fairly flat slope, or as shown by the heavy line at the top?

A That is correct.

Q What does a one to one slope mean?

A It means the horizontal distance and the vertical distance are the same.

Q And the slope, or the grade of the slope is what?

A 45 degrees.

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Q And what is a one-half to one slope?

A The horizontal measurement is half of the vertical height.

Q And how steep a slope does that make?

A In degrees?

Q Well, it is steeper than the one to one, is that correct?

A Yes. I am not prepared to state--I would rather not unless I take a minute.

Q All right. There is another little figure over in the left-hand corner of this diagram. What does that represent?

A That is a definition of a cubic yard, simply three feet by three feet by three feet.

Q Someone said this morning that the actual ground out there or the cut was 240 times--or that the scale was one inch to 20 feet, and that this is reduced by 240. Does that mean that the actual ground area that the jury saw up there was only 240 times larger than this?

A It means that the actual cut is 240 times deeper than the model in height, or depth. It means it is 240 times longer than the model, and the volume contained in the cut--

Q And it is 240 times wider?

A Yes, across the top and across the bottom. The volume contained in the Big Cut would be the cube of 240,

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or 240 times 240 times 240.

Q I see. That would run into a big number--many, many figures, is that right?

A That's right.

(Witness resumes stand.)

Q Now you spoke about the grading job, and I think this profile was prepared to show generally and very diagramatically perhaps what the grading consists of, is that correct?

A Yes.

Q Could you just tell the jury in your own terms when you grade what you do?

A After the right of way is cleared and grubbed and the drainage structures properly installed, the contract required that material be removed from the cuts into the embankments. There are specifications involving the construction of the embankments. Do you want me to go into detail on that?

Q Yes, but first--is embankment the same as fill?

A Yes, they are synonymous.

Q Embankment is made out of a fill, is that correct?

A It is a fill, yes.

Q And excavation is the same as a cut?

A Yes.

Q All right, now if you will just tell us how you grade, using this profile here.

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A The specifications require that material be removed from the excavation and placed in an embankment in thin, horizontal layers, depending on the job. There are specifications as to the thickness of those layers. One specification that is common to all jobs is that the embankments will be properly compacted so that when the grade is completed and the surfacing placed there will be no more settlement. The surfacing costs a lot of money and it is expensive, and the specifications require a stabilized roadway. In the case of the State of Oregon on the Low Pass Section--I believe I am correct in stating that we ~~were~~ were required to compact embankment materials to 95 per cent of optimum. That means within 95 per cent of the--

Q Potential?

A Potential or laboratory, theoretical compaction factor that could be obtained.

Q Then do I understand that you take the high points off and move them into the low places to make the fills; is that correct?

A That's correct.

Q Now would you tell us, on the Low Pass job approximately what the distribution on quantities of excavation and material was? Where the mass was and where you encountered it and so on, as shown by the profile?

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A Two-thirds of the material on the Low Pass job, as shown by the original profile, was contained in the Big Cut. The original profile showed, just using round numbers, 507,000 out of 769,000 yards to be contained in the Big Cut. With the exception of about 6,000 yards all of it was to haul to the east. (Witness going to diagram.) The bulk of it was to be placed in this fill.

Q When you say "this fill", you are referring to a fill immediately east of the Big Cut and approximately between stations 75 and 85?

A No, the bulk of the material from the Big Cut according to the profile was to be placed between stations 84 and about 124 on the original profile.

Q In other words, the distribution of material from the Big Cut was mainly to the east, is that correct?

A That is correct.

Q And with respect to the actual area of embankment and the quantities of excavation, was there a ratio over the whole job--was there more or less excavation than embankment?

A The plans show that the embankment quantity was about five and one-half per cent lower than the excavation quantity.

Q That is, that there was actually a little bit more yardage by measurement on the plans for cross sectioning--the plans showed actually more excavation than they did embankment by about five and one-half per cent, is that correct?

A That is correct.

Q Now Mr. McDougall, you may resume the stand if you will. You say that you were primarily responsible for estimating this job when the contract was advertised?

A That is correct.

Q All right. What was the time element or the interval between the advertising of the contract and the actual letting of the contract on the submitted bids of the contractor?

A We received the ad, including the Low Pass job, on the 26th day of June, 1952. We had to have our bid in on the morning of July 10, 1952, at a specified hour.

Q That left an interval from the 26th of June to the 10th of July?

A Right.

Q With a holiday intervening?

A The Fourth of July.

Q Yes. What was the time fixed in the contract for the actual performance of the work once it was let?

A The contract originally required that it be completed by August 31, 1953.

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Q When the contractor is interested in bidding a job that has been advertised for letting, a highway construction job, what are the sources of information that are available to the contractor for estimating the costs of the job and preparing a bid?

A We have several sources of information available to us for use in preparing the estimates and submitting bids. The first, of course, is our personal observation of the project on the ground. We go over it as thoroughly as the conditions warrant. That doesn't mean that in every case you walk every station exactly on the center line, because sometimes, as in portions of the Low Pass job, you could see more from the old road above it, looking down on it, than you could down in the brush where you couldn't see any further than to the next clump of trees or brush. The point is that we try to see, through more than one pair of eyes--never less than two of us and sometimes three or four different people--they will make a personal investigation of a contract offered for bids and make their own independent study of it and their own independent notes.

Q Your first source then would be an actual visit at the site and an inspection of the ground and conditions and whatever else can be seen out there, is that correct?

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A That is correct.

Q What is the next source of information?

A The next source of information would be the information shown on the plans and contained in the specifications. The plans contain all the data that the owner usually has available, that is pertinent, and by a careful study of the plans they yield a lot of information that tells us, with your visual observation and study of the project on the ground--that gives you a place to start from. Now in that connection I might state that we have to carefully observe what the standards are that are required in the plans. You can't assume that standards that fit a highway job for example in Eastern Oregon might necessarily fit one in Western Oregon, so we study the individual plans very carefully and read the special provisions sections of the specifications to take note of any pertinent information the engineers call to your attention, for that particular project. There are many specifications that are standard to all projects, however it is the custom of the Highway Department of the State of Oregon to insert a section in their specifications called their special provisions.

Q What is your next source of information, Mr. McDougall?

A The next source of information would be the verbal or

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additional supplementary data that you can obtain from the engineers who have been working on the location and design of the project, so it is our custom to invariably interview the engineers who are going to have charge of the administration of the project once the contract has been awarded, and find out what we can from them. In this case, an example would be the fact that they offered us a log of what they called test hole number one, drilled in the summit of the Big Cut to a depth of 160 feet. That was given to us at the Resident Engineer's office.

Q Does a contractor on a job of this kind and with the time allotted between advertising and letting of the contract have a chance--the time and opportunity to make a subsurface exploration of the job?

A No, and it is not customarily done in highway work. You simply do not have the time.

Q Does the test hole then, when one is sunk by the State and a drill log made from that, constitute to the ordinary contractor an important source of information as to what he might run into underground?

A That is correct.

Q Are there any other sources of information that a contractor relies on in bidding a job, Mr. McDougall?

A Yes. We have our experience and the experience of the

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people in the business that we know, the experience of other contractors on other similar jobs to the project offered. But particularly we know what our own experience has been in comparable situations or contracts, located in the same type of area--not necessarily the same general area--upon which to draw and upon which to base our judgment in estimating the costs.

Q Would you tell the jury, Mr. McDougall, what you did now in each of these particulars? What investigation you made, each of these sources of information, and what it told you and so on, starting with your inspection of the site? Just tell them what you did and when you did it.

A We got the ad for the Low Pass job on the 26th of June, 1952. We immediately sent for the plans and specifications to the State Highway Department office at Salem. They are sold at a price of $2.00 a set, and we ordered plans for 14 jobs that were offered at the letting of July 10 and 11, 1952. We can't tell--we cannot tell from the advertisement exactly which jobs are going to be most attractive to us. That was an unusually large letting for this State, and we sent for 14 sets of plans. We examined certain work up the Columbia Gorge.

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Q I am interested in this site particularly.

A Between that date and the 1st of July, when Mr. Brown, who was on the stand this morning, and Mr. McGary, our General Superintendent, and myself took several sets of plans and started out from Portland by car early in the morning. We stopped in Salem and looked at a job known as the Center Street Bridge job. We then went up to the Low Pass job and gave it a preliminary looking over, mostly from the old road.

Q Please tell me what you did up there, Mr. McDougall. I am interested and the jury is interested in this Low Pass job and what you did and what your assistants did in looking it over.

A The first day, we located the job from the stakes that were on the ground. There were some center line stakes, as I recall, and the right of way was flagged so that we had a good look at the clearing. We went to thetop of the summit cut and located the test hole. By peering down it, you couldn't determine anything-- there was no showing around it of any consequence.

Q How large a hole was that, in diameter?

A Theoretically it is a 6-inch hole, but actually it was about 8 or 9 inches. The drill was a 6 inch drill but it was a churn drill, and there is a little variation there. But there was no showing of any core because it was not that type of drill that would

k-54

produce a core, and no showing of any drills spools around the hole to amount to anything. So we drove on south and looked at three or four other jobs.

Q May I ask--did you go up the old highway--did you drive up the old highway at that time?

A Yes, we went the full length of the job.

Q I wanted you to tell the jury just what you did. Did you drive up the old highway then?

A Yes, we drove up the old highway and went the full length of the job. I do not recall whether we looked at the surfacing quarry on that date or on the 3rd of July, but we were particularly interested in seeing that Big Cut, because two-thirds of the yardage on the job came from the Big Cut. So we didn't--we thought we would find the engineers on the project at that time. However, we did not find any State engineers on the project on the 1st of July, so we drove on south, and late on the afternoon of July 2nd we were looking over anotner State job near Gold Hill, Oregon, when we met Mr. Tom Edwards, the Division Engineer whose office was located at Roseburg, and this Low Pass job came under his supervision. He was in another car.

Q I don't care about the details of it.

A All right.

Q Did you have some conversation with him?

C-10
A49

A Yes, we did. We talked to Mr. Edwards for, I would say, between 20 and 30 minutes. The job that we were looking at at the moment, the Gold Hill job, was not of much interest to us, so our conversation was almost entirely about the Low Pass job, and he told us that if we would stop at the engineer's office in Eugene on our way north and see Mr. Jim Putnam, the Resident Engineer, that he would give us a copy of the log of the test hole of the drill. We had a general conversation with him about the job other than that specific subject of the log of the test hole, and we drove on north, and the next morning went into -- that would be the morning of July 3d -- went into Mr. Putnam's office in Eugene, and were promptly handed a copy of a log of the test hole.

Q Did you re-examine the site?

A Yes.

Q I think we produced at one point, here, the drill log. Referring to Plaintiff's Exhibit 5, I will ask you to state if that is the copy of the log that was given you by Mr. Putnam.

A That is it.

Q All right. You may just keep that. You may want to refer to it later. Did you then return to the site?

A Yes. We asked Mr. Putnam, the Resident Engineer, if he, or at least one of his subordinate engineers, would go

A50 back up with us and go over the project with us, but either they were short-handed or too busy, and he made the statement, "Well, you found the job all right. You can find it again." So after another 30 minutes visiting with him, discussing various features and trying to find out if there was any additional information that he could give us, Mr. Brown and Mr. McGary and I went back to the Low Pass job for a second and more thorough look.

Now, this time we had with us the log of the test pit. We carefully examined all the cuts on the west side of the Big Cut in two ways. We studied the showing of shale and sandstone in varying degrees of hardness along the old road.

Q Where did you have an opportunity to see those on the old road, Mr. McDougall?

A Well, particularly on the points that have become cuts on the Low Pass profile, there. We were particularly interested in looking at the showing of material on the old road, which was up at about this elevation opposite these various cuts.

Q Can you indicate between station numbers, just so the record will show, the particular area that you are emphasizing?

A From Station approximately 30 to 75.

Q All right.

A (Continuing) There is a farmers' access road located in the neighborhood of, I believe, approximately station [illegible] that crosses the new center line. We went down to look at the eroded faces.

Q By "eroded faces" you mean slopes of old cuts?

A I mean slopes of old cuts, but there was nothing on it as high as the showing of the cuts on the old road, so that the penetration into the mountainside had not been as deep.

The job from station 10 along here back to the start of the job -- the section -- I think it was 10 -- consisted, as you can see, on the profile mostly of fill, although there was a wet area in there requiring a channel change, and we gave that a very careful study. It is along in the slope down here (indicating).

Q From Station 10 west?

A That's right.

Now, then we went down that farmers' access road -- I am not certain of the exact station number, but in the area of Station [illegible] -- we studied the clearing and the grubbing, and we looked both ways, up under the points of the highs, where we could get good visibility in each direction. Then we went on the old road by car back to the summit of the big cut, and then another look at the drill hole, determined its exact location in relation

A52

to the center line, and from what we knew about the way the clearing stakes would be set -- I think the standards on that job were that we were required to clear ten feet outside the slope stakes, if I am not mistaken, -- we determined where the top of the slopes of the Big Cut would actually be, and we walked across the cut on an old logging road, and actually located on the ground within a foot or two the top of the slope on the south side of the Big Cut. We had the profile with us, which showed ----

Q Now, just one second until I get this set up again, because I think you are talking about seeing the cut when it was represented by the model in this condition (illustrating). Is that correct?

A That is correct.

Q All right. Now, where is this road that you are speaking about?

A The old highway wound around and came up on this side, and we parked here (illustrating).

Q That is on the north side, now?

A The north side, in substantially the same location as the bus was parked on the jury showing last Friday. We walked across this cut on an old logging road.

Q How far is that, roughly?

A It is over 400 feet.

A53 Q Over 400 feet from the top of one slope to the other?

A That's correct. The reason we walked on the logging road was because at this time the right of way had not been cleared, and there was a lot of brush. However, it was easy to walk up this road. We walked across and located the slope, and we walked up the road looking for the slope that would show a higher cut face than on the old highway. I do not recall how far we went, but we could look ahead a ways around a curve and could see that that was a waste of time. So then we spent a lot of time studying the profile and talking about ----

Q By "profile," you mean the State's profile?

A The State's profile -- talking about the construction problem offered in getting the material from the top of this cut to the bottom of the big fill.

Q Yes. So we can see, just show them what it means. That is emphasized because of the vertical scale, but what do you mean -- from the top of where to where?

A From the top of this cut, elevation 1180, roughly, to the big fill in the area of about Station 95, were only 1500 feet.

Q And at an elevation of about 760?

A No, it is not that low.

Q All right.

A Elevation of -- if that is level why it would be around

A54 800.

Q You are speaking, then, of coming from the top of the peak at 1180 down to 800?

A That's correct.

Q And almost straight down. Is that correct?

11 A Yes. So that resolved itself into a problem with several parts to it, but the first thing we had to know what kind of material we were dealing with.

Q What did you see out there on the site, Mr. McDougall, that gave you some information about the kind of material that you might reasonably anticipate in that Big Cut?

A Outside of the material offered in the way of information from the test pit log, the best indication we had was some material showing in the cuts on the old road directly at the summit of the cut on the north side and following close to the new road clear down the west slope, and except for ----

Q I am wondering, here, if you want to refer to these photographs, but go ahead.

A -- except for a short distance between approximately Station 90 and 100 on the new alignment, the showing of material on the old road above the new grade was also indicative of what we might expect.

Q And what was that material?

A On the old road from the east end of the job to the summit

A55 it was largely clay, some shale, nothing hard enough to be considered anything but diggable material. By "diggable material," I mean material that we can dig with our modern equipment without drilling and blasting.

Q All right. Was there sandstone also?

A There was some disintegrated sandstone. Now, of the entire stretch of old road between the summit of the Big Cut to the end of the contract at the west end, practically all of the points on the old road that approach the new road showed alternate layers of shale and sandstone.

Q And what would you say about the type of material with respect to its diggability?

A We did several jobs in the summit of the Coast Range before we ever saw this one, and we knew, as we afterwards proved on this contract, that we could dig any of the cut faces that were exposed on the old road from the summit of the cut, the summit of the Big Cut, to the extreme west end of the job, and from the summit of the Big Cut to the extreme east end of the job.

Q When you say "dig," what do you mean by that? What is your method of digging, Mr. McDougall?

A Well, when I say "dig," I mean dig with the type of equipment we proposed to do this job with. We intended to do as much cat work as possible.

A56

Q By "cat," you mean caterpillar?

A D-8 caterpillars.

Q Describe it a little bit.

A We've got a model of one over in a box if anyone wants to see it.

Q Well, let's get some of them if you want to talk about machines. We will see what we are talking about. The cats and bulldozers and shovels may mean something to some people but not so much to other people.

Well, you go ahead, Jack.

A (Continuing) With those layers of shale and sandstone that we saw in the old road from the summit of the old cut predominantly on the western side, we knew from our experience that we could move any of that material with a D-8 bulldozer, although we might require the use of a rooter on really hard streaks of sandstone, but that would depend on the way ----

Q Why don't you just take the chair up there now?

A All right.

Q Depend on the way what ----

A That would depend somewhat on the way the formation lay. For instance, at the summit of the Big Cut on the old road, the alternate layers of shale and sandstone are pretty much vertical, and a rooter crosscutting those -- a rooter is a big tube shaped like a comma, pulled by a tractor.

A57 Q Do you have one here?

A No, we don't have one, couldn't get one -- pulled by a tractor. We put as many as three tractors on a big rooter at times. But with those soft layers of shale and clay in between the layers of sandstone, which were never more than a few feet thick, at the most, we knew that we could break out the sandstone layers.

Q I am handing you here two photographs taken up there I believe at stations opposite the summit of the Big Cut. Will that help you, or can you explain to the jury what you mean, now, by alternate layers of sandstone and shale, and how your machinery would dig that stuff out?

MR. PETERSON: Which exhibit is he referring to?

Q (By Mr. Biggs) Yes. Refer to the exhibit number.

A I am referring to Exhibit No. 6. We knew from our experience that a D-8 tractor with a rooter on behind it could get under.

Q Show the picture so they can all see.

A (Continuing) Could get underneath the hard layers of sandstone and break it out, because it had the opportunity to do so by reason of the fact that it would penetrate into the ground in those soft layers. Now, the sandstone, itself, in that showing is not what we would call hard sandstone. As a matter of fact, we later, during the course of the construction of this project, removed around, A58 I believe, 11,000 yards of exactly this type of material on a detour under what became known as Price Adjustment No. 3, with a bulldozer without a rooter, because he could get the corner of a dozer blade in behind the harder layers and break them up in little pieces.

Q You mean that was on the old road?

A That was on the old road.

Q You had to do some work up there. Why did you have to do some work on the old road?

A Well, in November, 1952, in the course of construction of the new road, a slide occurred near the Station approximately 50 on the new road that undermined the old road, so in order to make width for the traffic that was still going over the old road, the State ordered us to go up there and remove a certain amount of yardage in an area that appeared about the same as this material does at the summit of the Big Cut. However, it was not lying at the same angle. It was lying flatter.

Q Well, since you are talking about that, I think you have a picture on this. What is the station number? Would you recognize it?

A 50.

Q 50. There, Mr. McDougall, is 53. Here is 49 to 53.

A Yes, that's it.

Q There is 45.

A59

A (Continuing) I am now referring to Exhibit No. 10, which shows alternate layers of sandstone and shale lying flatter than they do at the summit of the Big Cut, but in approximately the same degrees of thickness, and, as far as anyone can tell, the sandstone is just as hard in that location as it is on the summit of the Big Cut, and our judgment was proven correct in our evaluation of that type of material, because when we undermined the old road near Station 50, the State required us to go in and make this cut under a change order, or a price agreement.

Q Did you do it without blasting or drilling at all?

A We did it without drilling or blasting, and we did it without even the use of a rooter. The cut was so high that we could not reach the top of it and put a proper slope on it with a power shovel.

Q All right.

A (Continuing) So we put bulldozers up there and pushed material down to a power shovel loading into trucks below, so the material could be hauled to a place where it could be dumped into one of the new embankments and dumped into the job.

MR. PETERSON: Did he say which station number?

MR. BIGGS: Yes, that is near 50.

Q (By Mr. Biggs) What is the station number?

A 49 plus 50 to 53 plus 00. It was done under Price Agreement

A60 No. 3.

Q What did you observe otherwise? Now, you saw these rocks, such as they were, you say, in the face of the old cut with shale, and so on. What else did you see out there -- anything, Mr. McDougall, on the occasion of your visit, now? Did you see any outcropping of rock at all except what could be seen along the sides of the old road?

A We did not, and we particularly looked for a showing of rock around the top of that test pit that normally would be there if a driller had left his samples in a little pile right by the top of the hole.

Q All right. Now, did you study the drill log?

A We studied the drill log and decided that if it were correct, which we had no reason to question, ----

Q Well, I am not going to ask you that now -- what you decided. Did you study it?

A We did.

Q All right. The drill log is in evidence. Will you now call to the jury's attention what the drill log shows, depth by depth, -- and I think we have here another exhibit.

To make it easier for the jury to follow, we had that blown up.

(Colloquy between counsel off the record.)

MR. BIGGS: Just for illustrative purposes, if the Court please, we would like to have this received in evidence as Exhibit No. 37.

(The document, so offered, being enlargement of Plaintiff's Exhibit 5, was thereupon marked for identification PLAINTIFF'S EXHIBIT 37.)

Q (By Mr. Biggs) What is Exhibit 37, if you know?

A It is entitled "Soil Exploration . . ."

Q No, I mean Exhibit 37 -- this.

12 A That is a copy of the original drill log given to us by the Resident Engineer at Eugene.

Q Does it contain exactly the same information?

A It is an exact copy.

Q As in Exhibit 5, but blown up? Is that correct?

A That is correct.

Q All right. Now, would you just tell the jury what the drill log showed you?

THE COURT: Pardon me, Mr. Biggs. Did you offer that into evidence?

MR. BIGGS: Yes, I did, your Honor, and has it been admitted?

THE COURT: Has the reporter marked it? It will be received.

(The document, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 37.)

A62 Q (By Mr. Biggs) Just proceed, now. What did you learn from that as to overburden, and will you tell us what overburden means in the parlance of engineers and contractors?

A The drill log reads 0 to 8 feet overburden, meaning to us that that would simply be dirt easily stripped with bulldozers.

Q Then what is the next reading -- 8 to 39 feet?

A Sandy clays and shale.

Q What does that mean to an ordinary contractor, competent contractor, and engineer?

A We had had a lot of experience moving shale. We knew that we could dig that with our D-8 tractors and bulldozers, and, of course, sandy clays, in some cases, would be easier to move than just plain clay with no sand in it, because it doesn't get so wet and sticky, so it is practically the same as the overburden.

Q All right. What, then, does the next reading, from 39 feet to 52 feet, hard, indurated shale, mean to an ordinary contractor, competent contractor, and engineer?

A Hard indurated shale meant shale that had been hard-burned. The geological definition of indurated is hard-burned.

Q I am not so interested in your qualifying as a geologist, although I don't mean to ask you not to.

A All right. It was hard-burned shale, and showed up on

A63 the old road in the point above the first cut immediately to the west of the Big Cut, and the material is black. It crumbles, and you can pick it up in your hands and crumble it into pieces the size of peanuts.

Q Is it, in terms of contractors' language, diggable material? What is its significance, so far as excavating, difficulty in excavation, is concerned?

A It is very easily done, -- can be moved with any kind of modern excavation equipment.

Q All right. Then the next reading is 50 to 96 feet, sandy clay, shale, -- and I think you have already described that, unless you want to add something further to it. Is that also diggable material?

A Yes, it is.

Q The next one is clay, 96 to 100 feet, -- four feet of clay. What problems, if any, does that present in excavation?

A None whatever.

Q The next one, 100 to 105, is hard shale. What does that mean as differing from hard, indurated shale to you in terms of difficulty in excavation?

A Right there we decided to get -- to take the prudent and cautious view, and we called the hard shale, or we considered, decided to consider the hard shale of a consistency hard enough to require drilling and shooting.

Q Does hard shale always require drilling and shooting?

A64

A It does not, but we didn't know -- we had no samples around the test pit. There were only a few handfuls of drill cuttings around the top of the test pit other than dirt that we took to be from the overburden, so we had no way of knowing exactly how hard this hard shale might be.

Q You couldn't tell here what the driller meant or the geologist meant by that. Is that correct?

A That's correct.

MR. PETERSON: There is no evidence that this was done by a geologist, counsel.

MR. BIGGS: No, I meant driller.

MR. PETERSON: Do you wish to withdraw that?

MR. BIGGS: Yes, indeed I do. Withdraw that question.

Q (By Mr. Biggs) Do you have any other explanation or information as to what whoever prepared that log meant by the words "hard shale," as differentiated from the other term? Did you understand the question, Mr. McDougall?

A Yes. The log is modified by a paragraph that Mr. Brown read this morning, and they show in the last sentence, "Boulder or concretion encounter at 137' and 139'." That is ----

Q 149, I believe that is.

A 149. Pardon me.

Q Yes.

A65 A (Continuing) That is below the level where they first indicate hard shale, so rather than try to guess exactly how far this boulder concretion encounter might extend,
13 we just assumed that everything from the seriatim elevation marked "hard shale" on down was solid rock.

Q I see. I notice, here, in the summary, "Drilling moderately hard because of abrasive character of material and high compaction factor." That is before he says "Hard drilling through indurated shale zone." What does that mean, Mr. McDougall, -- "Drilling moderately hard because of abrasive character of material and high compaction factor" -- with respect to whether it was rock or what the materials were you were going to encounter?

A Well, we didn't actually see the drill in operation drilling this test hole.

Q I see.

A (Continuing) We knew in a general way from our past experience what the State was using in the way of drills to drill these test holes, and the fact that they were in so much shale, indurated shale, which would pack underneath the churn drill, indicated that the drill log made sense, or that the modification of the drill log amplified the seriatim statement there of showing that they had gone through a lot of shale.

A66

Q Does abrasiveness, or the word "abrasive" -- is it particularly significant in determining whether it is hard or soft material?

A The indurated shale would be -- could be -- very abrasive, like a brick, hard to burn, but you can break it easily.

Q Does the high compaction factor indicate anything as to whether it is hard material or soft material?

A We assumed what he was talking about was the shale, and when it was brought up out of the hole that their test had shown that it could be compacted.

Q Then the "hard drilling through indurated shale zone" is the thing that you took to be the danger signal, or the indication of blasting?

A No, no; not with the type of drills that are used for drilling those test holes. They are not the type that we used to drill blast holes. The "Boulder or concretion encounter at 137' and 149'" -- we weren't going to get fussy at that depth about rock strata, so we figured that from the first time they used the words "hard shale" on down, that we had rock. However, I want to make it very clear that the showing of hard indurated shale we had seen on the old road in the cut on the old road directly above the first cut to the west of the Big Cut, and we knew that you could dig it with anything in the way of modern excavating equipment without any trouble.

A67

MR. BIGGS: Your Honor, the next subject I was going to take him into is somewhat technical, and this would be a good breaking point if it is near enough to the recess time.

THE COURT: Yes, it would be.

Mr. McDougall, you may step down from the witness stand at this time.

(Witness excused.)

THE COURT: I should probably have advised the jury earlier in regard to our adjournment time so that you might arrange transportation, if that is a problem for you, in the evening. Counsel and the Court have agreed that during the trial of this case we shall recess at 4:30, or as close thereto as practical, and so, ladies and gentlemen, we will recess at this time until tomorrow morning, and you will all be expected to be here, of course, at that time, and I should remind you again that it is your duty that you must not discuss the case among yourselves or with any other persons, or discuss any subject connected with this trial until you have heard all of the evidence on both sides, and it has been finally submitted to you for your consideration.

You may now be excused until 9:45 tomorrow morning.

(Thereupon, at 4:30 o'clock P. M. of this day, Monday, January 9, 1956, an adjournment was taken until tomorrow, Tuesday, January 10, 1956, at 9:45 o'clock A. M.)

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY, Plaintiff,	)
vs.	)
STATE OF OREGON, by and through its State Highway Commission, Defendant.	)

We, B. D. Peyton and Catherine Mulvey, Official Reporter and Official Reporter Pro Tem of the above entitled Court, certify that we alternately reported in shorthand the oral proceedings had and testimony given upon the trial of the above entitled cause occurring on Monday, January 9, 1956, before Honorable Val Sloper, Judge of the above entitled Court, and a jury, duly empaneled and sworn; that we have subsequently caused our shorthand notes, so taken, to be reduced to typewriting; and we each certify as to the portions so transcribed from our respective shorthand notes, that the foregoing and hereto attached 122 pages of typewritten matter, numbered 1 to 122, both inclusive, constitute a full, true, and accurate record of the oral proceedings had, testimony given, objections and motions made, rulings of the Court thereupon and exceptions taken thereto upon the trial of the above cause on Monday, January 9, 1956.

Dated at Salem, Oregon, this 9th day of January, 1956.

/s/ B. D. PEYTON
Official Reporter

/s/ CATHERINE MULVEY
Official Reporter Pro Tem

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and
through its State Highway
Commission,
Defendant.

TRANSCRIPT OF PROCEEDINGS

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VOLUME II
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TUESDAY, JANUARY 10, 1956, the trial was resumed, pursuant to adjournment, at 9:45 o'clock A. M., and the following further proceedings were had herein:

(The contract and plans, so offered and
received, were thereupon admitted
in evidence as PLAINTIFF'S EXHIBITS
1 and 2 respectively.)

JACK McDOUGALL, a witness produced in behalf of the plaintiff, thereupon resumed the stand, and, having been previously sworn, testified further as follows:

DIRECT EXAMINATION (Cont.)

BY MR. BIGGS:

Q Mr. McDougall, last night when we concluded, you had testified as to the contents of the drill log and what it showed to you. Do you have any further observations that you care to comment on which you made at the site of the work prior to preparing the bid, and in connection with investigating the conditions upon which your bid ~~was~~ based?

A Yes. I believe I have told how we examined the excavation problems on the west side of the Big Cut and what we did on the top of the Big Cut, and made an examination of the test hole which provided us the information given in the drill log. At that time Mr. McGary and Mr. Brown hiked down--(witness going to diagram)--the east slope of the Big Cut, following generally the center line of the proposed new road clear out to where it joined the other. They examined particularly the clearing--

MR. PETERSON: (Interposing) If the Court please, I would like to know whether or not he actually saw whether they examined it; that is quite a distance. I am objecting to it as hearsay.

THE COURT: You might clarify that.

A Yes, I saw them, saw that they saw the work as far as I could see them, from the top of the Big Cut going down the center line of the new road, following what stake lines there were; and I saw them again from the road above and I could look down in the canyon. I called to them on one occasion, and I know that they were looking over the grubbing and the drainage problems offered on the east slope of the job. I personally drove the car from point to point on the old road and stopped and looked into the canyon at every point where there was a possibility of seeing the right of way, which I knew to be in the bottom of the canyon, although I could not see the stake line in every case from those points but I knew that it was in the bottom of the canyon on this site.

Q All right.

(Witness resumes stand.)

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Q From your experience in the contracting business and from your training in engineering, do you have an opinion, Mr. McDougall, as to whether the investigation you made of this job before you submitted the bid that you did submit, under all the circumstances and conditions, was in accordance with the practice usually followed by ordinarily careful, diligent, competent and prudent contractors?

A That is correct.

MR. LINDAS: Your Honor, I object to that as self-serving; I don't think it is competent in this case. It is a self-serving statement and we object to it.

MR. BIGGS: He is qualified as an expert and is perfectly competent to testify whether the investigation he made was in accordance with the practice.

THE COURT: I will overrule the objection.

Q (By Mr. Biggs) And what is that opinion?

A The practice is to see the ground conditions as they exist, through as many pairs of competent eyes as you can, and that is exactly what we did. Parts of this job were more readily studied by observation from the old road than down in the brush on the center line. That was particularly true on the west end of the job where we did not walk it off. The entire east end of the job where two-thirds of the material was placed

k-4

was walked, every foot of it, and studied from the road as well. We examined the drill hole, we examined all the cut faces along the old road. We looked for rock outcroppings constantly. There were none that showed on the Big Cut or any of the slopes of the Big Cut that we could find. None of the engineers knew of any when we talked to them.

did not walk over.

Q You testified earlier that among the sources of information available to contractors is his own personal experience. Will you state very briefly what your personal experience has been in construction work in the Coast Range.

A In the fall of 1950, a year and a half before this job was called for bids, we did a job very similar to the Big Cut, 115 miles straight north of this job near Vernonia for the S.P.& S. Railroad Company. We removed a cut known as the Top-Hill tunnel cut. The reason it was called the Top-Hill cut presumably is because it is at the summit of the Coast Range. That cut had over 300,000 yards in it and was 340 feet deep at the deepest point. We excavated the entire cut to that depth and removed that yardage in shale, clay and some sandstone. May I refer to my notes?

error corrected calc

Q Yes.

A The final estimate payment was on 300,166 yards. We used exactly 1500 pounds of powder. The only powder used on rock was 450 pounds, or 9 boxes. The rest was used in removing stumps.

Q You spoke of 1500 pounds of powder. Does the amount of powder used have any recognized relationship to the character of the materials that are encountered?

MR. PETERSON: May it please the Court, we are obliged to ask that this testimony referring to this job 115 miles to the north, that it be stricken; and we object to any further questions concerning it for the reason that it appears to us the locale of the site is too far removed from the Low Pass job to be of any assistance to the jury in this particular case.

MR. BIGGS: If the Court please, if the Court cares to hear me on that objection, we are making this claim under a provision of the contract which provides that the cost may be increased when conditions are incurred of a subsurface or latent condition, one, either different from the drawings prepared by the State, or two, which are unknown or unusual and inhering in this type of work. We think that this goes directly to the question of the justification of this being an unknown and an unusual condition at the time and at the place where the condition existed, and that the contractor acted with due diligence in forming the estimate that he did form of the job under construction. Now in that connection certainly

k-6

his personal experience in other jobs, his study of the plans, his inspection of the site, his examination of the drill site--all those things go into the question of whether he acted reasonably diligently and prudently. I do not intend to develop in great detail all the jobs he worked on, I simply wanted the Court and the jury to know that so far as his personal experience was concerned it had included many other similar situations, and that from his experience in those situations he was justified in appraising the present situation as he did.

MR. PETERSON: I might add a further word--that is not what the witness is doing; he is comparing a job 115 miles away with this present job. I believe that the area is too far removed to make a comparison of one job with the other. It is one thing to say that I have done jobs in Eastern Oregon, I have done jobs in Western Oregon and I have done jobs in the Coast Range, and it another thing, as I see it, to compare the type of rock from 115 miles away with the type of rock that is in dispute in this area here.

THE COURT: I understand your objection, Mr. Peterson. I think at this time I will overrule the objection, holding that it goes more to the weight to be given to the testimony than to its admissibility. I think he testified that k-7 it was in the Coast Range, which I think is the same as the site in dispute. However, if it is not sufficiently connected up by other testimony in this case, you may make a motion to strike it at a later time.

Q (By Mr. Biggs) You did so testify, did you not, Mr. McDougall, that this Top-Hill was at the summit of the Coast Range?

A It is my understanding that that was the reason it was called Top-Hill. Yes.

Q Was it in the Coast Range?

end P-1 A Yes, at the summit.

C-2
A1

Q (By Mr. Biggs) Now, without discussing in detail other jobs, state if you did do construction work at other locations in the Coast Range also prior to the time that this job was bid.

A Yes, we did. We built a rather extensive network of logging railroad and logging truck roads on the summit of the Coast Range near -- west of Buxton, Oregon, and south of the Wolf Creek Highway where the Oregon American Lumber Company was. It has since been taken over by Long Bell.

Q In any of the experiences that you have had in the Coast Range, did you encounter conditions such as were encountered in this project upon any showing, surface showing, comparable to what this project offered?

A We did not. In the Top-Hill cut, the amount of powder used, 450 pounds, ----

MR. LINDAS: If the Court please, that is irresponsive. I am objecting to his answer.

THE COURT: Sustain the objection.

MR. BIGGS: Yes, it isn't the amount of powder. It is the extent of the rock encountered.

A The rock encountered was negligible.

Q (By Mr. Biggs) All right. Now, we haven't discussed the plans and profiles in detail, which you said was the other source of your information, but before doing that let me

A2

2

ask you this question by way of background: Can you tell the jury how materials, excavation materials, act when they are excavated, removed, and placed in embankment, -- and I am referring particularly to the propensity of certain materials to swell or shrink in embankment?

A Yes. I can do so. Solid rock will swell. It swells because when it is broken from its solid state by blasting there are interstices between the fragments that cannot be completely filled. A good example is crushed rock for subbase under pavements or railroad ballast with fines removed that will swell as much as 35 per cent. Blocky sandstone, such as we have in the Big Cut of Low Pass, will swell from 25 to 35 per cent simply because but did not the voids between the fragments cannot be completely filled. Dirt, on the other hand, will be subject to being compacted or compressed into a smaller volume in embankment than it originally occupies in excavation, and the specifications and the plans of the Highway Department clearly show those requirements.

Q Now, is this a matter of ----

MR. LINDAS: If the Court please, I am going to -- at this time I think perhaps I should be heard on this, because there is going to be considerable objection to what I anticipate is going to follow, and I wonder if at this time we might have a conference with you in Chambers.

THE COURT: Very well. The jury may retire to the jury room for a few minutes.

(Thereupon counsel, the Court, and the reporter retired to the Court's Chambers, where the following occurred without the presence of the jury:)

THE COURT: Are you making an objection to this last question, or to ----

MR. LINDAS: I was making an objection to that portion of the last question that referred to what our plans show, and I think I know what is coming, and I thought perhaps we had better get it cleared up now without the necessity of making some further and continual objections in the courtroom.

THE COURT: All right. What is your position?

MR. LINDAS: My position is this, your Honor: that under the terms of the contract in Section 12-14, on page 35, the contract says that, "In the final classification of excavated materials, the State Highway Commission will be in no way bound by any notations or estimates pertaining to classification, that may appear in the plans or in any summary of quantities. It is understood that the contractor bases his unit price upon his own estimates of classification, and the State Highway Commission will not be responsible for his failure to do so or for

A4

any errors in his estimates."

Now, the line of questioning that is going to come on -- and I am pretty sure -- Hugh, you stop me if I am wrong about this -- you are going to try to draw an inference from the plans and the estimate of quantities to show a shrink factor, and based upon that the summary of the quantities to show a shrink factor, and then draw the further conclusion and inference upon another inference that the plans indicated that the material in the cut was diggable without the necessity of blasting. I think that it is contrary to the terms of the contract. He may draw no conclusions from the estimate of quantities. They are approximate only, and that is specified in Chapter 3-2 on page 6, in which it says, "It is expressly agreed that the quantities shown on the plans and given under the heading 'Schedule of Contract Prices' are approximate only and are not to be taken to be either representations or warranties."

3

And it goes on to state that the State Highway Commission does not expressly nor by implication agree that the actual amount of work will correspond therewith, and reserves the right to increase and decrease the amount, and so forth.

In the case of Inland Construction Company versus Pendleton -- that is reported in -- I don't think I have

Ap

[illegible] here.

Mr. [illegible]: I know your case, your Oregon case. It did not involve contracts with this section 511 in it.

Mr. [illegible]: But in that Inland Construction Company case, it specified in that particular case that these approximate quantities are not to be considered as representations of warranties, and for that reason I think that any conclusion drawn from the summary as shown on the plans and specifications, by which we classify this material, is incompetent, irrelevant and immaterial, and should not be admitted.

Mr. [illegible]: Now, Your Honor, this presents a rather basic question, and I am glad to know that our labor hasn't been lost completely, because Mr. [illegible] has understood our theory of this case. This problem was, of course, raised, has been raised, by motions to strike, has been raised by demurrer, although I believe the demurrer was not actually argued, but the contract was pleaded in full, or at least the clauses that we are relying on were particularly pleaded, and the whole contract was made a part of our complaint. The demurrer was filed to the complaint by the State after several motions had also been filed against the complaint. They were all overruled. The question which has been raised is what effect is to be given to Clause 511 in the context in

A6 which it appears in this contract.

At the conclusion of the opening statements, we presented to the Court a rather extensive memorandum of law, in which the Court of Claims has construed time after time this particular Clause 611 in the federal contracts, all of which contain exactly the same opposing provisions that 611 contains, and the Court has almost uniformly -- the Court of Claims and other courts who have been called to pass on the question -- have almost uniformly held that the contract is not to be rendered incomprehensible because of opposing provisions, and 611 rendered nugatory other provisions in the contract when its purpose is so plainly for the benefit of the drafter of the contract as well as for the contractor. 611, the courts have said, is to be liberally construed and applied so as to give to a contractor who encounters conditions materially different from those shown on the drawings or unusual and unknown conditions relief from excessive costs thereby incurred, and that the philosophy and purpose of that provision in the contract is to keep contractors competitive in their bids, to offer to them, when these conditions appear, a chance to recover their unanticipated costs so that they won't, in every instance, put in protective bids 'way beyond their reasonable estimate of the cost from the information available to

A7

them, and thus charge the contracting agency excessive and exorbitant amounts for the doing of the public works. The purpose of the contract, so far as the contractor is concerned, and as far as both parties are concerned, is to enable public work to be done on a businesslike basis, and not turn these things into—complete contracts for the doing of useful works—into gambling transactions.

When a contractor exercises an honest judgment, based upon a diligent examination of the site and investigation of the conditions, and then is confronted with conditions that neither the State nor he reasonably could anticipate, and different from those shown on the drawings, then it is proper that he should be compensated for his increased costs, and the courts have so held.

Now, if counsel has any authority to the contrary we haven't seen it. Among the cases cited to your Honor -- I am not sure you have had an opportunity to read them ----

THE COURT: I have read the cases in the memorandum.

MR. BIGGS: -- are more than one where this precise point has been raised, and the Court has resolved the conflict in the provisions of the contract in favor of the remedial provision of the contract, which is B11, which the courts say should be liberally construed.

That is our position on the matter.

A6 MR. LINDAS: I have one further comment. In every case Mr. Biggs has spoken about, where contracts were let on a classified basis, in not one of those cases has a contract been let on an unclassified basis, and the clause concerning -- in the contract -- pertaining to the classification states that it is understood that his bid is to include anything that may be in the cut.
4 That is Section 12-5, page 32: "Unclassified excavation, as referred to herein, in connection with the classifying of excavation, shall be understood to be excavation that is not to be classified according to the nature of the materials excavated. It shall, therefore, be understood to include both solid rock excavation and common excavation, if both classes are present."

And all the other cases are cases based on classification, where the contract had set up so much rock and so much common in each of the varied individual cuts, and in this case there is nothing like that set up, -- only the summary of quantities. There is no reference in there whatsoever to how much rock there might be or how much common there might be, and he is told, and the terms of the contract provide, he is to make no conclusions from the summary of quantities, as they are approximate only and are used in order to make an estimate for classification of bids, comparison of bids.

One other point is that there is no evidence in this case that the State was misled by what was found there. In fact, the evidence we intend to show will show that what was encountered there was exactly what everybody expected to be encountered there.

MR. BIGGS: If that is true, your Honor, I want to make two comments on that. The first one is that I think counsel is not familiar with the cases we have cited, because his statement that they all involve classified material is not true. You don't know what the cases are, apparently, because you weren't willing to exchange memoranda, or to define your position at a time when we could talk about this thing in a lawyer-like way, so I am sure that you have not a copy of our memoranda. It was agreed that you wouldn't have, because you wouldn't agree to give one of your own to us, if you had one.

The cases the Court has, and I think is familiar with, if he has had an opportunity to read them, make no distinction between the classified and the unclassified in respect to Article 511. If it is true that the State was not fooled, your Honor, then our testimony will show something almost amounting to a fraud on the part of the State, because its estimate was lower than our bid, and its price, unit price, on the rock was barely

410 higher than our unit price -- 45 to 50 cents. This whole estimate of the job was some ten or twelve thousand dollars lower, and, more than that, its own rules and regulations would have prevented the letting of this contract to any bidder except McDougall and possibly the one next higher, because they cannot permit the letting of a bid if it is 10 per cent in excess of their own estimate, so if they knew that this was a rock job, which would cost a million dollars to excavate, and set their own estimate at $741,000, with the thought in mind that they wouldn't permit the contract to be awarded to anyone who bid higher than 10 per cent in excess of $741,000, anyone in excess of $815,000, then they were almost perpetrating fraud on the contractors of the state, so I don't think it is a very persuasive argument for counsel now to say that the State wasn't fooled on this job. Some of their witnesses have been somewhat evasive when the depositions were taken, but I think the honest ones, the candid ones, where they have been candid, have admitted that the job was a much more expensive job than they had anticipated, and that their bid would have been higher had they known.

MR. LINDAS: That is not the point here.

MR. BIGGS: That is the point you made. That is what your witnesses have testified to.

MR. LINDAS: But the one point is that you are entirely wrong

All in saying that we can't let a bid over 10 per cent.
5 That would be true if we wanted to participate in federal funds, but it is not true if we wanted to award it from our own funds. There is nothing that prevents us from letting this contract for a million dollars if we want to.

THE COURT: Well, that is collateral.

MR. LINDAS: Well, that is collateral. I raised the one point.

MR. BIGGS: This was a federal aid project, of course.

THE COURT: Well, are you prepared to state to the Court under what conditions you think Clause 511 would have any effect?

MR. BIGGS: Are you talking now to me?

THE COURT: Mr. Lindas.

MR. LINDAS: Well, of course, there are two points in Clause 511, parts of which I don't wish to speak about now, but, in the first place, it is going to be our contention that it is discretionary, anyway, because it is discretionary with respect to increasing it. It is discretionary with respect to decreasing it. And it doesn't apply, and, of course, we are going to contend that the facts in this case, when they are finally presented, don't bring this case within Clause 511, but the big point is that this is an unclassified job, in which our estimates of quantity were approximate only, and they knew they were

A12 approximate only, and an Oregon case held that such estimates are not representations of warranties, and that is the Inland Construction Company v. Pendleton. I brought everything in here but the citations of that case.

THE COURT: Well, of course, I won't go so far as to hold that they were warranties as to what the specifications might be. I think it goes more to the question of whether or not the contractor made a reasonable and diligent inspection of the work, and I am going to overrule your objection -- at least at this time. I think you have gotten right down to the meat of the case right off the bat, and I will study it as the case progresses. I might at some later time change my opinion, but at least at this time, on the basis of what preliminary study I have made of the question, I will overrule your objection.

I might just say in clarification of the other objection which you made in regard to the remoteness, -- or I guess Mr. Peterson made it -- I anticipate there will be some testimony from perhaps geologists as to the composition of the Coast Range, and if there isn't some testimony that would indicate the composition of the Coast Range,—at least if not in its entirety, within a reasonable distance -- I will strike that portion of

A13 the testimony.

MR. LINDAS: Very well, your Honor.

(Thereupon the Court, counsel, and the reporter returned to the courtroom, where the following occurred in open court within the presence of the jury:)

End
C-2

(Last complete question and answer read.)

P-3
k-6

Q Is this a matter dependent on the character of the particular material--does it vary with the type of material?

A Yes, it does; dirt can be compacted and rock will swell.

Q Is there a difference in the degree of compaction of certain kinds of dirt and a difference in the degree of compaction of certain kinds of rock?

A Yes, a wide degree.

Q Could you demonstrate to the jury in a very simple manner what you mean by "swell" when materials are excavated and placed in an embankment?

A Yes, I can.

Q If you will, please. Do you have a place right there on your desk?

MR. LINDAS: If the Court please, we will admit that certain rock under certain conditions will swell in embankment, depending on the type of material, and the type of material mixed with it. There is a large variance, whether it will swell one per cent or thirty per cent; we also admit that soil under certain conditions will compact.

MR. BIGGS: That was denied in the pleadings, if the Court please, and I think we can make a very simple illustration that will tell it better than a lot of technical terms just why that is true. We have alleged in our complaint rather fully what the plans showed with respect to that k-j

and what the engineers and contractors understood by the compaction ratios on the plans, and that is denied by the State. I think, to avoid any question about it, your Honor, it is perfectly proper to illustrate it.

MR. LINDAS: We have denied it insofar as this case is concerned but generally we will admit the phenomena of swell or shrink, depending on how it is located and other conditions that might affect it. The purpose of this illustration-- I see no need for it, and particularly I think it is objectionable if it is to indicate what happened on this particular job.

MR. BIGGS: It is to indicate, if the Court please, what the engineering theory is behind it. I think it is simply to let the jury see what we mean so that the mental picture can be carried with them. I think a great many of them, perhaps all of them know it. It an established fact in this case and in all cases that illustrations such as this are perfectly proper.

THE COURT: In view of the statement or admission of counsel, I will sustain the objection to it.

Q (By Mr. Biggs) Very well. You stated that it was the practice of the State Highway Commission in drawing its plans and profiles, Mr. McDougall, I believe, to show the relationship between quantities of excavation and quantities of embankment when the excavated materials

k-10

are placed in the embankment.

A That is correct.

Q Referring if you will to Exhibit B which has been received in evidence here as the plans, State plans, I will ask you to explain those to the jury.

THE COURT: I believe that is Exhibit 2.

Q (By Mr. Biggs) Yes, your Honor, I meant Exhibit 2. That is what I was referring to. Will you state what those are?

A This is a reproduction of the plans and profile of the Low Pass Section of the Siuslaw Highway in Lane County furnished to all bidders who bid the project, and represents the original plan of the State Highway Commission for making the improvement.

Q Is that prepared by the State Highway engineers?

A Yes it is.

Q And of how many sheets does it consist?

A Seven sheets and a cover sheet.

Q What data are contained on there, just generally now; I am going to ask you in detail about certain features of it. You have spoken of a plan--are they drawings in the sense that they show the plan, the relationship of the proposed highway to the contour of the ground? Is that what you refer to as a plan or map?

A That is what I refer to as a profile.

Q All right.

k-13 A The cover sheet contains a plan showing the old highway and the location of the new highway in their correct relationship.

Q All right.

A Sheets 3 through 7 contain, on the upper half, a plan of a portion of the work on a larger scale than the plan shown on the cover sheet. Directly below it on the lower half of each sheet is the profile and the station numbers, which are shown down at the bottom of the sheet, and the elevations on the sides of the sheet.

Q Perhaps we can show the jury precisely what you are talking about if we can get enlargements of Exhibit 2. Do you have them here?

A They are over there in the corner.

(Counsel obtaining enlargements.)

A Do you want to change that, Mr. Biggs? I said there were seven sheets and the cover sheet, but there are seven sheets altogether. This is number one.

Q All right. May we have these marked.

(Seven enlargements, so offered, were thereupon marked for identification PLAINTIFF'S EXHIBIT 38.)

MR. LINDAS: We have no objection, your Honor.

Q (By Mr. Biggs) We will place these on the board. Now you can discuss what the cover sheet shows.

k-12

THE COURT: You have no objection, Mr. Lindas?

MR. LINDAS: No, your Honor.

THE COURT: They will be admitted.

(Enlargements, so offered and received, were thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 38.)

Q (By Mr. Biggs) Will you go ahead now.

A The cover sheet shows the old road, and in heavier printing the plan of the location of the new road and the beginning and end of the project. It shows in the lower right-hand corner Mr. Baldock's seal.

Q We don't care about all of that detail. The first page then is?

A Sheet one.

Q All right.

A Sheet two shows a summary of the quantities of rock units to be performed in a tabulation on the lower left-hand side. In the lower right corner it shows a table of the widths of pavement between certain station numbers to allow for variations in the width of pavement for passing on a steep grade. The plan--or rather the typical section of the finished roadway is shown on the right.

Q Perhaps you had better come down here and show that.

(Witness walking to diagram.)

k-13

A This is the plan, I mean the section--correction--of the roadway from the subgrade up, as it looks when it is paved. It incorporates also the showing of what the excavation slopes are to be. Right here it shows one to one, the only place--

MR. ROCKWOOD: (Interposing) Embankment slope.

A Excavation slope, one to one, and that is the only place on the entire set of plans that that is shown. On this side it shows the embankment slope of one and one-half to one. There are no changes on those throughout the entire project. The black lines here are pavement courses.

Q Is this then a specification that the slopes of every cut would be on a one to one?

A That is correct. On a one to one slope.

Q All right. Now the next sheet is sheet 3. Will you just describe then the profile.

A This is the west end of the project, the beginning of the project station 5 plus 10.76. It shows a little fill here.

Q Where is the fill shown and where is the center line or grade line shown?

A The grade line is the heavy black line descending on a vertical curve. The original ground line is the line below, here. Right here there is a small cut of only a

k-14

couple of feet. This is the plan.

Q And below is the profile itself?

A This is the profile.

Q And the profile that we have been referring to here shows the same thing in much less detail, is that correct?

A That is correct, and on a different scale.

Q And on a different scale. Now does this scheme extend throughout all of the rest of the profile?

A It does.

Q Showing from station to station, each cut and each fill, is that correct?

A It does.

Q Now is there any data on the plans showing where the excavation material is to go into embankment?

A Yes.

Q And can you indicate where that is shown? Perhaps where you are dealing with larger excavation quantities, it would show more clearly.

A Here is one right here.

THE COURT: Which page is he referring to?

MR. BIGGS: We are referring now to page 3, if the Court please.

A It would be easier to explain if I take the very first excavation and embankment bracket on the west end of the project. This is between station 22 plus 50 and 22 plus 00. The excavation shows on the profile by the

K-15 use of the abbreviation "Exc. 231".

Q What does "231" mean?

A It means 231 cubic yards of excavation that the contractor was to be paid for removing. It comes from this little cut shown directly above. It is to be moved to embankment 22 plus 50, and what appears to be 23 plus 50. However, the embankment yardage was only 213 yards of embankment, to be constructed from 231 yards of excavation.

Q The plans then show that, as it was designed, the engineers measured in its original position 231 cubic yards of excavation at that point?

A That is correct.

Q Then they assumed or showed on their plans that that 231 cubic yards, when moved to a particular place where it was to be placed in the fill, would make only 213 yards of embankment; is that correct?

A That is correct.

Q All right. Now is that type of thing shown for every cubic yard of excavation on the job?

A It is.

Q The plans and profiles show where every cubic yard of excavation goes into embankment and how much embankment it will make, is that correct?

A That is correct.

Q Now let's get over to where we are dealing with substantial k-16 quantities of excavation. I want to call your attention particularly to page 5. Before we go ahead with that discussion, I will ask you to point out to the jury if page 5 contains a drawing showing the elevations and the areas of what we call the Big Cut, or a profile of the Big Cut.

A The Big Cut is shown on sheet 5 of the plans, on the center line profile, starting at station 76 plus 70. This is the west slope. The cut was so high, that in order to properly show it on the profile--

Q (Interposing) Maybe you had better come around this way. You can point out the same thing here.

A All right. In order to show this all in the space available, the engineers have resorted to a simple device; they have taken this part of the cut from up here where it belongs and moved it down to get it in the profile. This elevation refers only to this portion which is actually up here.

Q How do they show--

A By these dotted lines.

Q The dotted lines then show that the elevations enclosed by those dotted lines should be up above?

A Yes. That is standard drafting practice.

Q Then you have identified the drawing showing the Big Cut?

A That is correct.

k-17

Q And it appears on page 5?

A Yes. The west end is very close to station 64 plus 00 on the center line profile.

Q Now where do the brackets appear, if there are brackets, showing where the materials to be excavated from the Big Cut are to be placed in embankment?

A They are shown down below the grade lines and the ground line on the profile.

Q And what do they show, Mr. McDougall?

A Do you want me to read each one?

Q Well, can we raise this up? It might make it a little easier for them to see. Now I do not care about every one, but take one particular large quantity and show us where it goes.

A All right. The largest one--

Q Let's move that higher. (Counsel adjusting drawings.) Why don't you just start from the west end and show where the first quantities of excavation from the Big Cut are to be moved to embankment.

A The bracket shown completely on this sheet reads excavation 36,721 cubic yards coming from the Big Cut, between stations 76 plus 90 and 76 plus 20, to go into embankment between stations 76 plus 90 and station 73. However, in embankment it is only to make 34,600 cubic yards.

k-18 Q Let's get those figures again. What is there in excavation?

A 36,721 cubic yards.

Q 36,721 cubic yards of excavation; and where does it go in embankment?

A 34,680.

Q 34,680. In other words, there is a 2,000-yard shrink in embankment, is that correct?

A That is correct.

Q Now does every other yard of excavation in the Big Cut appear on the plans in embankment after it has been removed?

A Yes, it does.

Q Without going into all that detail, I will ask you what the total amount of the yardage to be excavated from the Big Cut is shown on the profiles to be.

A It would be the total of all the excavation brackets listed within the stationing of the Big Cut; it adds up to a little over 507,000 yards.

Q All right. 507,000 yards. And in embankment what are those same quantities shown on the profiles to be?

A To answer the question in yardages, I would have to add up the figures. But bracket by bracket in each case through the Big Cut, the quantities of excavation are reduced to 94.44 per cent of the excavation quantity, in embankment.

Q Is that true for every bracket shown on the plans, Mr.

k-19

McDougall--approximately so?

A Yes. Within a very small fraction of one per cent.

Q Do you happen to have in your mind the total quantities of excavation for the whole project? Do the summary sheets show it?

A Yes, sheet number 2 shows, in the summary a net quantity of 769,638 cubic yards.

Q And the amount of embankment is less than that by what?

A I hope I don't confuse anyone here. There was a small amount of yardage in channel changes and detours, percentagewise a very small amount of yardage, that was not designed to go into embankment.

Q Shown on the plans?

A Shown on the plans. The net excavation quantity shown in the excavation brackets is 755,270 cubic yards to be moved to embankment. Embankment yardage, that was 755,270 yards of excavation, is to produce 712,564 cubic yards of embankment, or 94.35 per cent of the excavation quantity.

Q What did that indicate to you was the showing made by the plans as to the nature of the materials that were to be excavated?

MR. LINDAS: Is it understood, your Honor, that my objection to this is in the nature of a continuing objection?

THE COURT: Yes.

k-20 A May I answer the question?

THE COURT: Yes.

A That ratio of 94.35 per cent indicated to us that the engineers anticipated and expected and would require the contractor who built the project to compact the excavated material to those quantities, to that ratio.

Q What type of material, if you know, or have a judgment on, would it be that would compact to the extent of 5 per cent in embankment?

A It would be mostly dirt. It could have some broken rock, particles of broken rock within it. It would not be solid rock, which could not be compacted.

end
P-3

C-4
A14

Q (By Mr. Biggs) Would the nature of the material that was exposed on the side cuts of the old highway in your opinion have a compaction factor, or a swell factor?

A Yes. I think the exposure of cut faces along the old highway would probably lead to a compaction factor very close to what this profile calls for.

Q If it were all dirt, what would you expect the compaction factor to be?

A Possibly 80, 85 per cent, in that range.

Q If it were all rock of the kind that was encountered in the Big Cut, what would you expect the factor to be, the relationship between quantities of excavation and embankment?

A You mean if the entire job were ----

Q No, I am just speaking about the nature of that material. Let's not talk about the whole job, but what would you expect the swell or compaction factor to be of materials of the kind that were taken out of the Big Cut, ----

A From ----

Q -- actually taken out of the Big Cut?

A I would say from 120 to 130 per cent. [illegible]

Q Swell?

A Swell.

Q All right. Now, that would mean ----

A That means that they would swell 20 to 30 per cent.

A15

Q That means that a hundred yards of that sandstone and rock that appeared in the Big Cut, when moved to embankment, would occupy 120 to 130 cubic yards of embankment. Is that what the swell means?

A That is correct.

Q Now, you referred earlier, Mr. McDougall, to a showing on the cover sheet of the plans, or on the plan -- I believe you referred to it as such -- page 2 of Exhibit 2 -- to a specification of the angle of the slope on the Big Cuts or the degree of slope -- or not the Big Cuts, but on all cuts on the highway, and you said that was 1 to 1. Is that correct?

A Yes, that is correct.

Q All right. Now, did that indicate to you as an experienced contractor or an engineer anything with respect to the nature of the materials that the plans showed would be encountered on the job?

A Yes, it did.

MR. LINDAS: If the Court please, for the purpose of the record, this hasn't been discussed before, and I am objecting to any conclusions he has drawn from the slope by virtue of the terms of the contract that specify that a typical cross section is general only, and for that reason any conclusions that he has drawn from it are not admissible or relevant or material to this issue, A16 and I make that objection for the record.

THE COURT: Do you have anything you wish to say?

MR. BIGGS: Well, I think that is clearly admissible, if the Court please. The point here is whether or not the condition shown on the plans would certainly include the slopes. It would certainly include the compaction factor or conditions materially different from those that were encountered on the job. The design of the slopes is as much a condition of the job as the elevations or the line of the highway or anything else. If he shouldn't have relied on it, that is something else again. It may be a question of fact in this case, but as to its admissibility I think there can be no question about it.

THE COURT: I will overrule the objection.

MR. BIGGS: Do you remember the question, Mr. McDougall?

THE WITNESS: I believe you asked ----

Q (By Mr. Biggs) What that told you as an experienced contractor or engineer, if anything, as to the quality of the materials that the plans anticipated would be encountered.

A That is an indication that the State Highway Department anticipated material that would not stand on a steeper slope than 1 to 1.

MR. LINDAS: If the Court please, I object to any interpretation

A17 of what he thinks the Highway Department anticipated. If he is going to testify about what he anticipated, that is one thing, and I object to anything that he has to say about what the Highway Department anticipated.

THE COURT: I will sustain your objection, Mr. Lindes.

A That was a showing to us ----

MR. BIGGS: Just a minute, Mr. McDougall.

THE WITNESS: Oh, I beg your pardon.

MR. BIGGS: There was an objection to that, perhaps as to the form of your answer.

Q (By Mr. Biggs) As background information, I will ask you what the degree of the slope of a deep cut indicates to an experienced contractor and engineer with respect to the nature of the materials through which the cut is made.

MR. LINDES: If the Court please, I will object to that. He is referring to what it might indicate to other contractors. There is no showing here what other contractors think about it. If he wants to testify about what it indicated to him, I presume under the Court's ruling it would be proper, but I object to anything else other than what it indicated to him.

MR. BIGGS: Excuse me. If the objection to the form of the question is as to lack of foundation, I will clarify that very quickly.

A16 THE COURT: Very well.

Q (By Mr. Biggs) From your experience and training as an engineer and as a contractor, do you know what significance ordinary, prudent, careful, and diligent and experienced contractors and engineers place upon the degree of the slope of a cut with respect to the nature of the materials through which the cut is to be made? Do you know that?

A Yes.

MR. BIGGS: All right. I think he has amply qualified as an experienced contractor, if the Court please.

Q (By Mr. Biggs) And what is that significance?

MR. PETERSON: Just a moment, Mr. McDougall.

Let the record show, your Honor, that we will object to that question or any question similar to that for the reason that the pleadings in this case do not warrant in their present state testimony that will show usage or -- well, I will put it that way. They just simply don't show the right to introduce testimony as to what is usage in the trade, to put it in the vernacular.

MR. BIGGS: I'm sorry, Mr. Peterson. I think you haven't read the complaint. The complaint specifies very clearly that it is common custom, usage, and practice among engineers and contractors so to consider and read plans. I think you are not familiar with the complaint.

419 MR. PETERSON: Well, thank you. I would like to be heard on that, your Honor, to clarify that position. I would just as soon be heard here, but I would like to show counsel that I have read the complaint, and also that his position is not well taken and as to why it is not well taken.

THE COURT: I think it is an appropriate time to take the morning recess at this time in any event, so the jury may retire to the jury room.

(Recess)

THE COURT: I will be glad to hear you in Chambers.

(Thereupon the Court, counsel, and the reporter retired to Chambers, where the following occurred outside the presence of the jury:)

MR. PETERSON: Mr. Lindas has briefed the law on this. I would ask the Court's permission to let him explain it.

THE COURT: Very well.

MR. LINDAS: There are two conditions under which this type of evidence is admissible, and I am quoting now from Port Investment Co. v. Oregon Mutual Fire Insurance Co., et al, 163 Or. 1: "A custom or usage is controlling only if it is ancient, notorious, uniform, not opposed to a well-settled rule of law, and not inconsistent with contract of the parties." That is No. 1.

A20

And usage,--to be admissible in any case, there must first be a showing that the one relying on the custom has pleaded it and stated that it was known to the party to be affected by it and that the showing of facts is of general notoriety. And that quotation is from *Oregon Fisheries Co. v Elmore Packing Co.*, 69 Or. 340.

There is also a citation in 100 Or. 457 and 102 Or. 3.

You have to show that we were apprised of such a custom and that we knew of it, and that it was long standing, ancient, notorious, uniform, and it must be so pleaded.

We object to any introduction of any evidence as to custom or usage.

MR. BIGGS: I am not prepared to accept his position because I think that it is a matter of expert testimony. I think a doctor can get on the stand and say that any time a well-trained doctor sees a sore throat, together with a fever, and some other things, it immediately suggests scarlet fever to him. That is not a thing that the jury would know. It is in the expert field.

I doubt if we would have been required to plead this at all, because we are dealing with an engineering problem and the State is the person who posed the problem. It would be presumed to know what general contractors and well-trained engineers know, because, A21 presumably, some of those people are contractors and well-trained engineers, but just to make perfectly clear what the point is, pleading evidence, really, -- that was my own criticism of the complaint which Mr. Rockwood drew for the purpose of fully advising the Commission. He says this: "As a matter of engineering practice and as a matter of common understanding of engineers and contractors familiar with this type of work, a showing of 1 to 1 slopes is the equivalent of a representation that the material to be excavated is of a nature such that a 1 to 1 slope is necessary to maintain a stable slope in the finished cut, which is a further representation that the material is such as can be excavated for the most part with ordinary earth-moving machinery without the necessity for blasting prior to excavation. In engineering practice, if the material to be encountered in a cut is solid rock, a slope steeper than 1 to 1 will maintain itself in the finished cut. The bid submitted by plaintiff, as reflected in the Contract, was based upon that interpretation of the Plans.

"Plaintiff, shortly after . . ." -- and so on. So that the custom and practice, if that is what we were compelled to rely upon, is as fully pleaded as it could be, your Honor. In fact, I think there was a motion of the Commission to strike that as being evidentiary.

A22 That was the first motion, I think, that we ran into in this case in which they said that was all evidence, and I would be somewhat inclined to agree with them, except that since it was of a rather technical nature the Court thought there would be no difficulty or objection to pleading the points rather fully.

Now, what I have asked for, here, is simply expert testimony to show plans, engineering plans, and designs are read by the ordinary, competent, prudent contractor, and I expect, then, to show that, of course, he so read the plans. It may become a question for the jury, if counsel has opposing proof, as to what the plans show, but we, at least, in making our case, are entitled to show by expert testimony and people familiar with such plans and designs what the custom is, and that is all we are trying to show. It would be no more a requirement to plead this to introduce the testimony of an expert witness than it would be in a malpractice case to plead that this symptom and that symptom and the other symptom and such and such a symptom are understood by ordinary, competent, and prudent doctors to mean a certain thing. They are not matters common to the knowledge of laymen, and therefore are susceptible to expert proof.

MR. LANDAS: I disagree with counsel completely, because he

A23 is using custom and usage of the trade to aid in interpretation of this contract, and before he can do that he must show that this custom was known to us, and he must plead that it was known to us, and show facts that it was known to us before he can show anything that would lead to an abrogation of the terms of this contract, and all of the cases that I have cited state that particularly.

THE COURT: Well, I rather take the viewpoint that it is more a matter of expert opinion than it is explaining the custom of the trade.

I will overrule the objection on that ground, or for that reason.

We will have about another ten minutes' recess.

End
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(Recess)

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Q I think the last question asked you, Mr. McDougall, was whether you knew what an ordinarily careful and experienced contractor or engineer would believe from the slopes themselves, the designing engineers, would have thought the materials to be encountered in the cut would be, from the slopes.

A Yes.

Q What is that?

A The slopes are an indication of the materials that are expected to be encountered by the engineers who design the project, for this reason.

MR. LINDAS: If the Court please, we object to that. If he is going to talk about the contractors or himself, that is one thing, but I object to any reference to what the State Highway engineers thought.

THE COURT: I will sustain the objection.

Q (By Mr. Biggs) The question is as to what an ordinarily prudent and careful engineer or contractor would think.

A The reasons that the slopes called--

Q Do you want to come down here and use this diagram?

A It is not necessary, but I will. The reason the slopes call for an indication of the material to be expected is this--that solid rock obviously costs several times as much to remove in excavation as dirt. Therefore just in the interests of economy and good engineering and general efficiency, the slopes are designed on the steepest slope that the engineers are sure that the material will stand on. It is common practice to construct rock slopes on a quarter or half to one, as shown here and as the Big Cut was finally completed.

Q Are they even on a steeper slope than that sometimes?

A We have constructed rock cuts to vertical slope, no slope at all, because the rock was hard enough to stand that way.

Q Do you have in mind any place where we might all be familiar with it, where you will find vertical slopes on the highway?

A Yes, just south of Oregon City on 99-E; those high rock cliffs there are almost vertical. They certainly aren't more than a quarter to one, and those have stood without any trouble for some years.

Q What is the least stable material that you can think of offhand?

A Sand.

Q And what kind of a slope do they have to use to maintain that?

A One and one-half to one.

Q What is the common material, earth with some rock in it, what are they ordinarily required?

A One to one.

Q Now you have said that is the general knowledge of

k-23

experienced contractors and engineers. I will ask you to state, if you know, what the practice of the State Highway Commission is in designing its plans and profiles to prepare slopes varying with the stability of the material that they expect to encounter.

A They follow standard procedure and will not remove rock cuts--

Q (Interposing) I say did you know what the practice is? You know?

A Yes.

Q And is that based on your familiarity with other plans or other experience?

A That is correct.

Q And is their practice in accordance with the practice that you have just related?

A Yes.

Q All right. Then when you interpreted or read the plans and profiles in this particular case, what did the one to one slope indicate to you--the plans at least reflected the material, the stability of the material to be, through which the Big Cut was to be made?

A It was consistent with the fact that the excavation and embankment ratios all required compaction. The slopes confirmed that by showing slopes steeper than would have to be constructed if they expected rock. They showed it as dirt slope and they showed the material all to be compacted.

Q I think you misspoke--you meant less steep, didn't you?

A They showed a flatter slope on the plans than if they had expected all rock.

Q I see. Now is there anything else about the plans and profiles that you care to tell us about, which entered into the forming of your judgment as to how to estimate the cost of this job and how to prepare a bid on it? Was there anything about the uniformity, about the compaction factor throughout that was significant, Mr. McDougall?

A We carefully studied the excavation and embankment ratios in the Big Cut. We were not concerned with the smaller cuts that we could see could be easily removed. But we studied those ratios and found them to be consistently 94.44, I believe, throughout the entire length of the Big Cut involving two-thirds of the yardage on the job. The material exposed in the cut faces on the old road could, in our judgment, come close to that ratio. There was no question about that; it was consistent. The showing of a one to one slope was also consistent. The information in the test log seemed to have been used by the engineers in the preparation of the plans. It was all consistent.

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Q That was consistent?

A That is correct.

Q When you formed your judgment then, was that in consultation with anyone else or was that solely your own judgment?

A There was consultation principally with our vice president and superintendent, Mr. Robert E. McGary.

Q He accompanied you?

A Yes. Particularly with him. Mr. Brown was along to do certain engineering work such as taking off quantities.

Q Now what judgment then did you form, Mr. McDougall, as to the quantities of material--that is the quality of materials that you would run into and the quantities of each as you attempted to clarify the materials in your own mind if you attempted to make up an average or uniform price bid?

A I am referring to the work sheets in our bid, if that is permissible. May I refer to them?

Q Yes, indeed.

A Mr. McGary and I talked about the amount of rock indicated by the information available to us.

Q What you have just discussed?

A Which I have just discussed, for several days, starting on July 1st when we made our preliminary look-over or examination of the job. We talked about it on July 2nd and talked with Mr. Edwards about it, then after we got

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the log from Mr. Putnam, the Resident Engineer, we went back up and did everything we thought necessary or that was possible to do to determine the amount of rock in that Big Cut. We finally determined that at a depth of 100 feet in the drill hole, they snow that hard shale starts at that point, and below that they show boulders and concretions and so on. We instructed Mr. Brown to prepare an estimate of the yardage following generally the contour, the outline of the Big Cut with his rock lines. (Witness walking to diagram.) Following generally the outline of the Big Cut with his rock lines, and he laid them out here, using as a controlling point the test pit elevation of 100 feet deep in the test pit where the hard shale commenced. From that, he produced, by making cross sections and by laying them out on cross section paper and making the actual physical or mathematical computation, he produced the figure of 115,800 yards of solid rock in the Big Cut, that we used as an element in making up our unclassified excavation price. We broke all the excavation down into five different classifications.

Q Go right ahead.

A The amount of tractor work we expected to do with bulldozers and carryall scrapers, which is short haul work. It means that we would only figure on hauling that material a very short distance. That was 284,000 yards. We then figured that we could move 238,000 yards with rubber-tired scraper equipment called Tournapulls. They are scrapers similar to the type on the desk over there. However, instead of being pulled with a tractor they--

MR. BIGGS: I don't know whether we need to put these in evidence, your Honor. They are just to illustrate the testimony, and they are models and are only for illustration.

MR. PETERSON: Are those the types used on the job?

A Yes, they are.

MR. PETERSON: No objection, your Honor.

THE COURT: Have them marked. They are admitted.

(Plastic models of tractors and scraper, marked as admitted in evidence as PLAINTIFF'S EXHIBITS 39, 40 and 41.)

Q (By Mr. Biggs) Take the lowest numbered exhibit first, if you will, and tell us what it is and refer to it by exhibit number so we will.

A Referring to Exhibit 39, it is simply a plastic scale model of a Caterpillar 80 scraper.

Q Is that what you called a Tournapull a minute ago?

A No, it is not.

Q All right.

A Exhibit No. 40 is a D-8 tractor used to pull the scraper, k-28 like that.

Q All right.

A Exhibit 41 is a D-8 tractor with bulldozer.

Q And those were the type of equipment that you anticipated using on the job, is that correct?

A That is correct.

Q All right, now proceed.

A We figured on doing 2[illegible]4,000 yards of common excavation by the use of bulldozers for the extremely short hauls, up to a couple of hundred feet. The Cats and carryalls for up to seven or eight hundred feet hauls.

Q Is the Cat--is that a carryall scraper?

A That is correct. We figured on 230,000 yards to be moved with Tournapull scrapers. There are no models available but I do have a manufacturer's picture of one here.

Q You may refer to it--I am not sure we want to put that in the record.

MR. PETERSON: We will not object to it.

A Let's put the whole catalog in.

THE COURT: Well, I think just the one sheet is better.

A Can I just show that is a scraper with the power unit?

Q Just a moment.

(Illustration of Tournapull, marked as PLAINTIFF'S EXHIBIT 42 for identification.)

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MR. [illegible]: We have no objection to it, your Honor.

THE COURT: Very well, it will be admitted.

(Illustration of Tournapull, above referred to, received in evidence as PLAINTIFFS EXHIBIT 42.)

Q (By Mr. [illegible]) You were referring to a Tournapull, I believe.

A Yes. The Tournapull scraper I am referring to is used in exactly the same manner as the tractor and carryall type of scraper that I have made, but for longer haul work, and this job involved a large amount, a large percentage of long haul. And we figured on doing 23[illegible],000 yards of excavation with the use of four of these C-Roadster Tournapulls. They have a capacity of 14 yards, theoretically. However, we put sideboards on them and build them up so that their net capacity is in excess of 16 yards, and they are ideal for downhill work because you can drag the scraper on the ground and get much bigger loads. For work like the summit cut on the Pass job they are an ideal piece of equipment, as we have learned by experience. We had also figured on moving another 1[illegible],000 yards with the Tournapull scrapers, that would have to be ripped by the use of a rooter behind a D-8 Caterpillar, in the Big Cut.

Q Do you have something to illustrate that piece of machinery?

k-30

A No, there are no models of a rooter.

Q There is no picture in there?

A I imagine I could find one.

Q Well, go ahead. We can find one during the noon hour.

A A rooter is a Paul Bunyanesque size plow with a big tooth on it, shaped as I said yesterday, like a comma or claw. It has from one to three teeth and you can use all three teeth if the material isn't too difficult to root; sometimes we use two and sometimes you have to cut it down to one. We figured in our bid that in order to loosen up material in the Big Cut, crossing alternate layers of shale and sandstone, and in the shale, that we would probably rip 192,000 yards of material before it was loaded on the Tournapulls.

Q I see.

A Now that cost of ripping is not comparable to drilling and blasting costs. It simply involves the operation of one additional tractor with an accessory rooter on behind it. In some cases we have used two pusher Cats behind the rooter in isolated instances.

Q All right.

A That gets to the point where you might consider drilling and blasting. However, we figured on rooting 192,000 yards of material with one rooter. Then we figured 115,000 yards of solid rock.

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Q That is rock that would require drilling and blasting?

A That is correct. We didn't know what it was going to be because the test log did not go to grade. But from 100 feet deep in the test pit in the Big Cut, we made up cross sections producing 115,800 yards of material that we thought would require drilling and blasting. That would have to be loaded into dump trucks. We figured on using a 2½ yard Northwest power shovel. We have a catalog here.

end
P-5

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MR. BIGGS: I will show that to counsel and see if he would like that in the record.

MR. PETERSON: No objection.

THE COURT: It may be marked as received or admitted.

(The document, so offered and received, being Northwest catalog showing pictures of Model 80-D shovel, was thereupon marked as admitted in evidence as PLAINTIFF'S EXHIBIT 43.)

Q (By Mr. Biggs) Identify Exhibit 43, if you will, please, for the record.

A Exhibit 43 is a manufacturer's catalog containing pictures and specifications of the type of shovel we proposed to use on the construction of the Low Pass project. We proposed to put one of these shovels on the job. It is called a Model 80-D Northwest diesel-powered shovel. Its capacity is 2-1/2 cubic yards. That is the bucket capacity.

The trucks we figured on loading into would be Tournarockers. We have a model of a Tournarocker here, I believe. The power unit on a Tournarocker is exactly the same power unit as we planned to use in the Tournapoles. You drop the scraper off and put a rock body on behind the same power unit so that we have a convertible unit.

Q Oh, I see. The Tournapole and Tournarocker are the same

A25 machine, except that one is designed to carry rock and the other designed to haul softer material. Is that correct?

A That is correct. One is a carryall truck and the other is a rock truck.

MR. BIGGS: I see.

Your Honor, may I suggest that maybe over the noon hour we can talk with counsel about identifying these so we won't take the time of the jury now, and then after lunch -- is that all right, gentlemen?

MR. LINDAS: It is agreeable with me.

MR. BIGGS: Yes. O. K. I think it might be helpful to the jury, though.

THE WITNESS: There is the Tournarocker, right there (indicating).

MR. BIGGS: We will not take time on that now.

THE WITNESS: We figured in our bid on 17,200 cubic yards of excavation to be done with a three-quarter yard Northwest hoe shovel. All of that excavation work was in connection with the drainage features of the project, the channel changes, structural excavation for the culverts, and the trench for the perforated drain.

MR. BIGGS: I am not going to ask you to go over the whole project on your bid, because I don't believe that that is the thing that is principally in dispute, although I am going to ask you to put your bid, your actual bid

A26 that was broken down, into evidence.

Q (By Mr. Biggs) Now, will you tell us ----

MR. PETERSON: May I interrupt you? Was that last statement with regard to the Big Cut?

MR. BIGGS: No, I think that was the drainage area east of the Big Cut, Mr. Peterson, and I am perfectly willing to have him go ahead, if you think that is pertinent at all.

MR. PETERSON: No, I don't. I just wondered whether he was still ----

THE WITNESS: No, it is not. It is only in connection with the bid items used.

Q (By Mr. Biggs) Now, state whether the items of yardage that you have referred to as being removable from the Big Cut, as you anticipated it by certain types of machinery, total up to the total amount of the 5,000 yards. Is there any other type of material that you have not told us about that you anticipated in the Big Cut?

A No.

Q So that those various items of yardage total, do they, five hundred ----

A No, the total ----

Q Seven five five?

A No. The total of the items that I have given total the bid quantity of 847,000 yards.

A27

Q That is over the whole project.

A (Continuing) I have eliminated for the purposes of brevity, here, certain computations that totaled the excavation quantity as shown on Sheet 2 of the plans.

Q I see. I see. I was interested in the Big Cut -- on the whole project you figured 115 or 113 thousand yards of rock?

A Solid rock that had to be drilled and blasted.

Q And that was all in the Big Cut. Is that correct?

A That is correct.

Q And is that portrayed in black on Exhibit 3-A to scale?

A It is, and it is represented by the percentage of the pie in the upper right-hand corner of that exhibit, -- 21 per cent.

Q And also the black in the other view of the cut before it was excavated. Is that correct?

A That is correct. That is a typical cross section.

Q All right. Then from that information I presume you figured your costs, what the cost would be of moving all of it. Is that correct?

A That is correct.

Q Did you then arrive at a unit price for the excavation, one price for all of the excavation?

A That is correct.

Q And what was that price, Mr. McDougall?

A28 A 45 cents.

Q State whether, in your opinion, the estimate that you made, the bid that you submitted, was a conservative bid, a competitive bid, for the type of work that you expected to do.

A We thought it was at the time.

Q What did you anticipate the profit would be in that bid?

A 10 per cent.

Q 10 per cent. Would you have an opinion as to what responsible, well-established contractors try to figure when they are in competition with each other as to an appropriate profit item on a job of this kind?

A Yes, I have an opinion. I think 10 per cent is a normal average profit on a grading job.

MR. BIGGS: I am going to want to start another subject, your Honor, now, as to what he actually encountered on the job, and this may be a good breaking time.

THE COURT: Yes, it is, Mr. Biggs.

Ladies and gentlemen of the jury, we shall recess at this time for our noon recess. You are excused until 1:30 this afternoon.

7 (The following objects were thereupon marked for identification as follows: scale model of Tournarocker as PLAINTIFF'S EXHIBIT 44; scale model of Euclid dump

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truck as PLAINTIFF'S EXHIBIT 45; scale model of caterpillar as PLAINTIFF'S EXHIBIT 46; and large drawing of embankment section as PLAINTIFF'S EXHIBIT 47.)

(Thereupon, at 11:52 o'clock A. M., a recess was taken until 1:30 o'clock P. M. of this day, Tuesday, January 10, 1956.)

A30

AFTERNOON SESSION

2:55 o'clock P. M.

MR. BIGGS: If the Court please, during the recess time I had some more of the models marked for identification.

Exhibits 44 to 47, if the Court please, have been shown to counsel, and I will ask the witness, now, if he will, to identify them.

Q (By Mr. Biggs) Referring now to 44, state what that is.

A This is a model of a Tournarocker as shown in this catalog picture (indicating). The front end is a power unit that can be used either with this rock body, which lifts up and dumps like the dump truck, or to activate and pull a scraper of this type (indicating). The front wheels, of course, would be in this position, and the motor up in front (illustrating). It is called a rubber-tired scraper when it has a scraper on the back.

Q All right. Exhibit 46.

A Exhibit 46 is a model of a caterpillar motor grader.

Q And was that one that was used on the job, the model and type that was used on the job?

A Two of these were used on the job.

Q Exhibit 45.

A Exhibit 45 is a Euclid rear end dump truck.

Q Were they eventually used on the job?

A They were eventually used on the job. They were not

A31 figured to be used on the job in our bid.

Mr. Biggs, I also have discovered in our equipment file pictures of two rooters of the type that were used on the contract. We were not able to get models for them, but we had rooters, one each of these (indicating).

MR. BIGGS: I will have them marked, first, for identification, and then you may describe them.

(The documents, so offered, were thereupon marked for identification as follows: manufacturer's illustrations and specifications for rooters as PLAINTIFF'S EXHIBIT 48; and manufacturer's illustrations and specifications for rippers PLAINTIFF'S EXHIBIT 49.)

THE COURT: Just for the sake of the record, the record should show that Exhibits Nos. 44, 45, and 46 have been admitted.

(The objects, so offered and received, having been previously marked for identification, were thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 44, PLAINTIFF'S EXHIBIT 45, and PLAINTIFF'S EXHIBIT 46.)

(Large drawing of embankment section was marked for identification PLAINTIFF'S EXHIBIT 47, and was substituted for the document previously marked PLAINTIFF'S EXHIBIT 47.)

MR. BIGGS: Now, we have Exhibits 48 and 49 marked for identification.

MR. LINDAS: No objection, your Honor.

MR. BIGGS: No objection?

Now, your Honor, if the Court please, Exhibits 48 and 49 we will ask to have marked as admitted.

THE COURT: Yes.

(The documents, so offered and received, having been previously marked for identification, were thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 48 and PLAINTIFF'S EXHIBIT 49.)

Q (By Mr. Biggs) Now, if you will refer to 48 and 49. Would you explain to the jury and show what they are, Mr. McDougall?

A Exhibits 48 and 49 are manufacturer's illustrations and specifications for rooters, for rippers. I have been asked what a rooter was, and I explained it. It was an oversized plow. The one on the left is manufactured by Caterpillar Tractor Company; the one on the right by Le Tourneau, -- two different types. However, they both have provisions for three teeth.

A33 Q And where rooters are used, do you refer to their function as ripping or rooting?

A Ripping or rooting. One manufacturer, Caterpillar, calls their product a rooter, and Le Tourneau calls theirs a ripper.

Q All right. Now, Mr. McDougall, you spoke about your bid. I will ask you to examine the document which I will now ask to have marked for identification.

MR. PETERSON: Mr. Biggs, is that the proposal?

MR. BIGGS: The proposal.

B MR. PETERSON: May we suggest that it be marked probably 1-A, or in a way so that it will be identified with the contract, because it is a part of it.

MR. BIGGS: Yes.

(The document, so offered, being Natt McDougall Company's proposal for State Highway construction, Siuslaw Highway, Lane County, Low Pass Section, grading and paving, was thereupon marked for identification PLAINTIFF'S EXHIBIT 1-A.)

MR. PETERSON: No objection.

THE COURT: It may be admitted.

(The document, so offered and received, having been previously marked for

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identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 1-A.)

Q (By Mr. Biggs) I will ask you to state for the record, now, what 1-A is, Mr. McDougall.

A Exhibit 1-A is our proposal for State Highway construction, Siuslaw Highway, Lane County, Low Pass Section, grading and paving, made on July 16th, 1952.

Q And what was the unit price for excavation contained in the bid?

A 45 cents per cubic yard of excavation.

Q Now, I understand that the only way you can bid excavation is by a unit price applied to the quantity shown on the profiles. Is that correct?

A To the quantity shown in the bid form.

Q In the bid form?

A That is correct.

Q And are those quantities subject to some variation during the performance of the work?

A Yes. That is the reason that they are paid for on a unit price basis of the cubic yard.

Q So that when you get through with the job, the total amount that is paid to you for excavation depends upon the final estimates that are made at the conclusion of the job as to the amount of materials that were removed.

Is that correct?

A That is correct.

Q But as your bid now is based upon unit prices of ----

MR. [illegible]: Mr. Biggs, may I apologize for interrupting, but I think, your Honor, that we have been very patient with the type of questioning that has taken place during this trial. It has been more of a conversation between two people, with Mr. Biggs telling the witness in effect what it is that he wishes him to answer in effect, and I think that it is what we call a leading question, and I think that counsel should be instructed, if the Court please, to make it on a question and answer basis and not to lead the witness as he has been doing. I don't wish to keep anything from the jury, but I think the regular processes should be observed.

MR. BIGGS: These are leading, if the Court please, but with respect to non-controversial matters, and I did it in the interests of expediting. I assume these matters are non-controversial, and it was only done in the interest of expediting the examination.

THE COURT: I will sustain the objection.

Q (By Mr. Biggs) Will you state how the total amount of the bid was arrived at, the total amount that you submitted to the State?

A You mean for the entire bid?

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Q Well, we will talk about that, but we will talk about excavation now.

A The bid consists of a number of units of work, of measurements of work, of various kinds. In the case of the Low Pass contract, there were 32 different work units. The estimated quantities for the purpose of comparing bids are as set forth on the bid form. The bidder submits a unit price on each one of the bid items. They are extended, and the totals added to produce the total amount of the bid.

Q And what was the total amount of your bid on the estimated quantities of excavation?

A The total amount of the bid -- you mean on the excavation item only?

Q Yes, sir.

A -- was 847,000 yards at 45 cents, or $381,150.

Q What was the total bid price for the entire project on the quantities shown in the profile?

A $753,510.

Q All right. Now, Mr. McDougall, will you describe the progress of the work on this job?

A Immediately after the award of the contract, which was made the same day the bid was submitted, July 10th, 1952, we arranged to start shipping tractor equipment and accessory equipment to the job. We sold the merchantable

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timber to a firm of loggers for $7,000 in cash, and they agreed to log the merchantable timber. That had to be approved by the State Highway Department, but it was in strict accordance with their specifications, and was quite in order, and we started to clear and grub the right of way immediately behind the logger where he was logging. Most of the logging was done on the east half of the job, from the summit of the Big Cut to the east end of the job, and the clearing and grubbing on the west slope did not amount to as much as on the east slope. The channel change near the west end of the project was the first excavation work started in order to control water that was standing in a pool there across the right of way. We were working on that by the end of July, as well as on the clearing and the grubbing. We attacked the clearing and grubbing in several places with several tractor units, some with big winches, logging winches, on the back, some of them with only bulldozers.

We made every effort to undertake the construction of the perforated drain system that went underneath the big fill in this area directly to the east of the Big Cut in that canyon and up those draws.

The drainage work on this side ----

Q You will have to stand out of the jury's way.

A38

A (Continuing) The drainage work on the west side of the Big Cut was not so extensive, and was mostly ordinary culvert work, except in this low spot between Stations 10 and probably 30, where the channel change work was done that I have already mentioned.

Q When you speak of "channel change," what do you mean?

A We confined a pool of water that had overflowed the banks of a small creek there to a channel staked by the engineers, and limited it to a narrow width -- say 10 feet or something like that -- along the new roadway embankment.

THE COURT: Could you, Mr. Biggs, identify the exhibit that the witness is using?

Q (By Mr. Biggs) Will you identify the exhibit to which you referred as to the station?

A Exhibit No. 38.

Q All right.

A (Continuing) The clearing and grubbing work of the entire project was pretty well cleaned up by the late fall, or, say, along in October and November of 1952 when we had proper weather conditions for burning the huge piles of debris. In the meantime, grading had started on all the cuts to the west of the Big Cut, and by November, 1952, we had opened up all the cuts to the west of the Big Cut, and in November, 1952, a slide occurred when

439 the old road slid in on the new road at approximately Station 50 on the old road.

At that time traffic, of course, was going over the old road, and we were ordered by the State under Price Agreement No. 3 to remove enough material on the old road to widen it out sufficiently to carry two lanes of traffic. We moved bulldozers in, and pushed material down with a shovel, a 2-1/2-yard power shovel that was brought in for the first time for the purpose of loading trucks in that emergency so that the material could be hauled and placed in embankments in the old fill.

Q Did the excavation work on that fill, or creating this detour, take you further into the embankment of the old highway? Did you have to make new cuts on the old highway?

A Yes.

Q Do you have pictures here ----

A Yes.

Q -- of the area that you have just referred to opposite Station 50? And I will ask you to state if those are photographs of the cuts that you created in the old highway to make a detour on account of the fill.

End
C-6

P-7
k-32

Q I will ask you to state if those are photographs of the cuts that you created in the old highway to make a detour on account of a fill.

A Exhibit No. 11 is a picture of a cut that we made along the old highway to widen it out above station 50 on the new highway. Actually the work extends from stations 49 plus 50 to 53 plus 00.

Q What method did you use in excavating that material?

A We put bulldozers up on the top of the slope to come down on a specified slope line to reach that material that was out of reach of the two and one-half yard shovel.

Q Did any of it require blasting?

A It did not. Not a stick of powder.

Q What pictures did you refer to, to show the digging work you did on the old highway?

A The other picture is Exhibit 10, which was taken immediately to the east just around the corner from Exhibit 11, and shows the ground as it appears in its original condition with alternate layers of sandstone and shale.

Q Does it show the cut after it had been exposed by the excavation?

A Picture No. 11 shows the cut as it is today, which is the way it was when we were working in the point of the

k-33

cut. We did not disturb this material in this picture, but that picture adjoins picture 11, and we excavated exactly the same kind of material to a height of possibly 65 feet or so.

Q All right, go right ahead, Mr. McDougall.

A We shortly were ordered by the State to increase the amount of drain installed in a drain system between approximately stations 84 at the mouth of the--eastern mouth of the Big Cut, extending to within a station or two of station 100, for a length of about 1600 feet. The original bid item was, as I recall, a net quantity of 1770 lineal feet of 8-inch perforated drain. The bid item was 1900 lineal feet, and net quantity shown on the plans was 1770 feet.

Q All right.

A But on account of the fact there was so much standing water in this canyon immediately to the east of the Big Cut, and the material was so unstable in the area on which the big fill, the fill from the Big Cut was to be placed, the State decided to order us to increase the amount of drainage to be handled by the 8-inch perforated drain by over two and one-half times. Actually we increased it over 250 per cent. We were to make over 4500 feet of drainage work. On account of the difficulty of putting that in, we had to run a deep trench, and

k-34

there were no roads in there and we had to haul materials in on a sled, on part of it, to put that drain in, in order to try to carry off the surplus water which they did not want underneath that fill and that unstable material. That work continued practically to the end of the year 1952. Late in the fall of 1952, we put two tractors to work on the top of the Big Cut.

Q Before you get to the Big Cut, what was the next biggest cut on the job than the one you have referred to as the Big Cut?

A Both in height and yardage, the second largest was the one immediately to the west of the Big Cut.

Q And between stations--what stations?

A I will look at my profile.

Q It doesn't have to be that exact. Is it between 65 and 75, Mr. McDougall, approximately?

A Between approximately stations 69 and 74.

Q All right.

A That cut contained a little over 74,000 yards. And on the north slope it had a depth of about 110 feet. This is a center line profile, and consequently did not show that deep.

Q What materials did you encounter at the base of the cut you have just referred to, immediately west of the Big Cut?

A On the north slope, we encountered a small deposit of k-35 sandstone totalling less than 3,000 yards.

Q At about what elevation?

A About 10 feet below the bottom of the test hole, at an elevation of approximately between elevations 1030 and 1020.

Q Did you get in that cut as deep as the grade line immediately under the Big Cut?

A Yes, we did, but parts of the Big Cut are lower than parts of the cut we are speaking of.

Q What was the total quantities that you excavated from the second biggest cut?

A If this profile is correct, it was 74,016 yards.

Q Out of that, you testified there were only 3,000 yards of sandstone?

A Approximately 3,000 yards of sandstone.

Q How was that removed?

A It was done by blasting.

Q What other blasting was done on the job up to that time?

A Holes were put in where they might find a hard deposit like a large boulder or a large piece of float or sandstone.

Q All right, then up to that time what did your experience do by way of confirming the judgment that you had expressed on materials in the Big Cut?

A We encountered materials in all the cuts to the west of

k-36

the Big Cut that were graded in the fall of 1952, substantially the same as were shown on the cut faces exposed along the old road and at the summit of the Big Cut. And we moved a couple of hundred thousand yards without any serious difficulty. We had a nominal amount of blasting to do; we blasted 3,000 yards in the cut to the west of the Big Cut but that could have been rooted out if the superintendent had chosen to, but for the purpose of expediting, he chose to blast them.

Q This may be an amateurish question, but at any point along the grade line west of the Big Cut did you reach elevations below the grade line of the Big Cut?

A Yes, it is all below.

Q That is the way it would look here.

A Yes, bringing it up to approximately station 67; there are about 57 stations there, where over a mile of work to the west of the Big Cut is below the grade of the Big Cut on the new road.

Q You started to say something about the Big Cut--when you started and what you did, what your problem was.

A Yes. The plans showed the deposit of material, and the cut to the west generally speaking moved to the west, so that we were required to make the fill immediately to the west of the Big Cut, between stations 73 and approximately 77--here to here--from material to be

k-37

excavated from the Big Cut. We put a couple of bulldozers to work.

Q State what the slope was from the top of the cut to the bottom of that fill. I don't mean--just state whether it was steep or gradual.

A The model shows exactly what it was. (Indicating)

Q All right.

A It would be this slope here. (Indicating)

Q All right.

A The plans required, I believe, about fifty odd thousand yards to go into this fill, and we put two bulldozers to work starting at the very summit of the cut pushing material down to the bottom of this fill. But it was late in the year and raining, and was so slippery that the only way we could get them up was to use a drum Cat at the top--that is a Cat with a logging drum and let one bulldozer go down and assist him back up with the drum Cat, until we had made some progress. However, during the winter months it was so wet that it was a very intermittent operation. The number of hours of work done by those two tractors on that fill immediately to the west of the Big Cut in the fall of 1952 were the equivalent of about one and one-half months of work for one tractor on one shift.

Q Then when did you get into the actual sustained, continuous

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work of opening the Big Cut, excavating the Big Cut?

A On April 20, 1953. We tried intermittently during January, February and March and early April to--whenever the weather would clear up sufficiently so we could accomplish something, then we would work those tractors. However, the weather did not break so we could really put the equipment in there and go after that excavation job until the 20th of April, 1953.

Q Just go right ahead.

A All right. Our records show that on the 20th of April, we put several tractors and bulldozers and a carryall scraper, pulled by a tractor, hauling both ways from the top of the Big Cut. By this time the drainage system was completed so we could start construction of this big fill directly to the east of the Big Cut. We had only progressed a few feet, however, in depth on the west slope--in some places only four or five feet in depth--probably an average of somewhere around ten or twelve feet through the overburden, until we began encountering solid sandstone.

Q What do you mean by solid sandstone, Mr. McDougall?

A Here is a piece of it. That is what I mean by solid sandstone.

MR. LINDAS: Just a moment, please. It ought to be properly identified.

k-39 MR. BIGGS: Yes. I think you can describe it, and we will have it marked some way later. First I will ask you if this is a piece of material that came out of the Big Cut.

A Yes.

Q Could you just go ahead and tell us what it is?

A Sandstone is a highly compressed, sedimentary rock made up of fine particles, which will become, when broken down, they become sand; formed under high pressure and the action of water, and it is very hard. It cannot be rooted except when it is in a soft or disintegrated state like you find on the surface of a sandstone deposit for a few feet. Now I am speaking of the hard grade sandstone, not the soft yellow type.

Q Are there differences?

A There are many grades of sandstone.

Q State so the jury will understand what, if any, difference there was between the sandstone you encountered and the sandstone that was to be seen or exposed in the cut on the old highway.

A The sandstone that shows on the cuts of the old road is more or less disintegrated and not just due to weathering by reason of having been exposed to the weather, because that is easily detected if it is only weathered in a few inches. The depth of the deposits of sandstone do not change, as we found out, in excavating the cuts on the

k-40

west side of the Big Cut. They turned out exactly as we anticipated. We went through layers of a poor grade of sandstone there with some rooting, of course.

Q Was there any shale?

A A lot of shale.

Q How can you root out sandstone or how do you dig sandstone that is interbedded with layers of shale?

A By using the shale layers to penetrate the earth, you get the tooth of the ripper deep enough under the sandstone to get a chance to get a bite on it andrip it out.

Q Will a ripper go through shale?

A Yes, it will. Not all shale--there are also various grades of shale.

Q But the shales you saw on the old highway?

A That is correct.

Q Go ahead. You stated you got down a few feet and ran into sandstone. Go on from there.

A We began hitting showings of sandstone within a few feet of the surface of the ground on the west slope, in our stripping operations, when we were trying to build this fill directly to the west of the Big Cut. On the east slope we were able to penetrate the overburden to a greater depth than on the west slope. The average there is probably 20 to 30 feet of overburden, as against maybe 5 to 15 feet on the west slope. Those are just

k-41

approximations and they vary from site to site. We next tried putting in our big rooters. We were able to root off a couple of feet, or at best, a few feet in some places, of the disintegrated and soft sandstone and isolated pieces of float.

Q You used that term before. What do you mean by float rock, Mr. McDougall?

A It can be a piece of rock of varying size that has come down from a mountain above it, something like that, but it is not in a solid strata; it is laying in an individual piece and might be the size of an automobile or might be the size of a house, or even smaller--half the size of this room.

Q Go ahead.

A We began rooting on the top of the cut and push loading with Cats, push loading carryalls, hauling to the east with loads of rooted sandstone. The scrapers that we had were the standard Caterpillar 60 scrapers carrying about 16 yards when fully loaded. And with the sandstone they couldn't carry more than maybe 10 yards.

Q Why is that?

A Because of the way the sandstone broke up, even when it was rooted it broke out in chunks and was difficult to load, and was heavy and there were lots of voids in the scrapers. So we moved in some 24-yard scrapers, hoping

k-42

that the bigger scrapers would be able to handle the sandstone more efficiently and more economically because they had a bigger front end, and it was easier to get the big chunks of sandstone into them. At that time, we were hopeful--that was in May of 1953--we were hopeful that we might have simply had a cap of sandstone. There was some talk of that.

MR. PETERSON: What was that, please?

A A cap.

Q (By Mr. Biggs) A cap of sandstone. What does that mean, Mr. McDougall?

A Well, if there had been a layer that was tilted and it hadn't lain horizontally across the top of the cut, it would be regarded as a cap.

Q I see.

A However, by reason of the fact we were crosscutting what we hoped was just a layer on both sides, it was only days before we realized we had a sandstone cut, at an elevation of as much as 75 feet of where we had expected to find the first hard rock--where on the test--on the log of the test hole, the word "sandstone" never occurs.

Q All right. Go ahead. What did you do after you encountered the solid sandstone?

A We immediately had to abandon the use of scrapers. We only used the 24-yard scrapers a few days and then had to k-43 start systematic drilling and blasting.

Q Explain what you mean by systematic drilling and blasting, Mr. McDougall.

A We could not root the sandstone, we could not break it up with rooters. The only way we could break it up was to drill holes, with drills activated by air, and load them with powder and then blast. Our first shot or two produced rock containing so much yardage in a single piece that a large amount of additional drilling was then required.

Q And what do you call that?

A Secondary drilling. We have pictures to show that, if you want to put them into evidence.

Q Well, just go ahead for the moment.

A All right. In order to break the rock down to a size where it could be handled, we had to keep closing up the spacing of our drill holes, and we finally were spacing them only five feet apart.

Q What did you start with?

A I don't know exactly, but I think about eight or ten feet.

Q There is a piece of chalk there, I think. Could you just illustrate what you mean by placing your drill holes five or six feet apart? I don't want to spend too much time on it but I thought you could make a simple illustration. Do you have a piece of white chalk? How you proceed to lay out your drilling.

end
F-7

C-3
A40

A Well, the plan, the pattern, was like this (drawing), and it was five feet between holes in every direction.

Q Now, state how that is referred to among contractors and engineers -- that spacing.

A Well, systematic drilling is what it is.

Q What does a five-foot center mean, Mr. McDougall?

A Five feet between holes. This is looking at it from on top now.

Q All right.

A Those holes were 20 feet deep, and I would like to show the section.

Q Certainly.

A (Continuing) Each hole went down -- each one of these holes went down a depth of approximately 20 feet, usually a little bit over. Then in between the pattern of five-foot holes, we put in what was called a lifter, or a booster hole.

Q Go ahead.

A The holes were column-loaded with powder. We did not spring a pocket in the bottom of the holes, because we wanted the powder to act on all the rock the full height of the hole.

Q Do you call that column-loaded? I didn't understand.

A Column-loading.

Q All right.

A41 A (Continuing) The amount of powder used in each hole was carefully computed on the basis of the amount of breakage the hole would produce. The lifter holes went down five, six, seven feet, about a third of the depth of the others, to assist in the breaking of the top portion of the strata, because without getting into too technical a statement, the action of the powder in the bottom of these holes is more effective than it is in the top. The powder down here has something to shoot against, and it breaks the sandstone. Up here it does not. It has a tendency to just go straight up (indicating).

We moved in two 2-1/2-yard power shovels. We gave up planning on doing any Tournapull work with the Tournapoles that we had on the job and with which we had done practically all of the excavation on the west side of the Big Cut, converted the Tournapulls to Tournarockers, making trucks out of them. We brought in from other jobs ----

Q Are those exhibits?

A These two pictures are not marked.

Q Well, can you refer to something else, then, unless we want to put those in?

A That is what we loaded the rock into with the shovels.

Q Do you have anything else you are going to want to refer to there, Mr. McDougall, in the way of pictures?

A42 A I don't think so.

(The document, here offered, being two pictures, one of a 9FDT bottom-dump Euclid, and the other of a 49FD end-dump Euclid, was thereupon marked for identification PLAINTIFF'S EXHIBIT 51.)

MR. BIGGS: I will offer this in evidence.

MR. LINDAS: No objection.

THE COURT: It may be marked as admitted.

(The document, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 51.)

Q (By Mr. Biggs) 51. Will you state what that is, Mr. McDougall?

A Exhibit 51 is a picture of two types ----

Q You should show it so that all the jurors can see it.

A -- of two types of dump trucks that we brought in to serve the two 2-1/2-yard power shovels that we had moved into the Big Cut to excavate the sandstone, because we could not do it with the carryall and Tournapull type of equipment. We brought in four 13-yard bottom-dump Euclids, and we brought in five -- I am not certain of the exact capacity, because we have built them up with

A43

sideboards, but I believe they are about 12-yard end-dump Euclids for service under the shovels along with the four Tournarockers.

The general scheme was to load the biggest rocks when they were extremely difficult to handle into the Tournarockers, and the smaller ones, the smaller material, when there was smaller material, into the bottom-dump Euclids. The reason for that was that we were starting to use truck equipment on an extremely steep haul road that we had never planned on operating trucks on at all. We started out with a haul road going to the east at about a 30-degree gradient, which is far too steep for efficient truck hauling operation. However, with the Tournapoles and carryall scrapers, it is ideal, because you can drag the scraper and continually keep loading them as you go down the side of the cut until the material is just boiling over, but, of course, the sandstone couldn't be handled with a scraper.

Q Does that extra load also act as a brake for using the scraper? Does it act as a brake?

A That is correct. There is no danger.

Q All right.

A (Continuing) With the heavy truck equipment we immediately found it necessary to put on electric retarders on the Tournapoles, which are activated by electric controls anyway in order to ----

Q Are those brakes? When you speak of "retarders," and so on, we don't know what you mean.

A Those are brakes; that's correct.

Q All right.

A (Continuing) Because they were hauling the biggest loads down that grade.

Q All right.

A (Continuing) We actually hauled some rock from the top of the Big Cut down the old highway by loading it with power shovels at the top of the sandstone. It was an easy little ramp up to the old highway, and we hauled it down the old highway to where they could get back on the grade of the new highway in the area of Station 120. I just cite that to show you how high we encountered sandstone.

Q All right. Then did the technique at any time change from that time to the bottom of the cut, Mr. McDougall?

A Not in principle. We tried to reduce our drilling costs as low as possible by the use of a type of drill that was then in an experimental stage. I am talking about the spring and summer of 1953. Two or three manufacturers at that time were experimenting with big drills mounted on tractors, and the tractor would move the drill to the desired location, and then the engine of the tractor

A45 was used to activate, or, rather, to operate an air

11 compressor mounted on the back of the tractor.

The types we used were not advantageous on that job for several reasons. One was that, under the specifications, the standard specifications required that we could not shoot in lifts deeper than 20 feet at a time.

Q How, you mean the State's contract that you were working under?

A That is correct.

The tractor-mounted drills are designed for much deeper holes.

Q I see.

A (Continuing) The movement of the tractor-mounted drills took so much time that though we tried our best to work out ways of reducing our drilling costs with their use our records showed that we could not do so, and we did the job, the drilling job, for the most part with wagon drills that we brought in from other jobs, most of which were pretty close to being brand-new. They had only been used on one other job, and they would drill an efficient hole, a 20-foot hole efficiently.

Q Now, at that time when you got into the rock in the Big Cut, had all of the other excavation been practically completed, or state whether it had or not.

A46 A There was some work on the high, pie-shaped cuts on the east slope that was completed in, I believe, June -- possibly into July, but that was all cat work and offered no problem.

Q With respect to the removal after blasting of materials, whether the materials will shrink or swell, does that make any difference in the contractor's costs?

A We had figured on being able to ----

Q Would you answer the question, first?

A Yes.

Q Yes. And now tell what is the difference. What difference does it make?

A Well, we had figured on being able to move so much of that yardage with overflow loads going down the steepest slope of the Big Cut, with our big scrapers and Tournapull rubber-tired scrapers producing probably 30 or 35 per cent more yardage than they structurally could, by reason of their having built up sideboards, and the steepness of the slopes, so that we could get these huge overflow loads, which we knew from experience we could get. What actually happened was when we had to start loading great big chunks of rock with power shovels, we could not get anything like the capacity of the trucks, because of the swell in the rock, the danger of overturning a truck if it is loaded too high -- they have a

A47

high center of gravity, whereas the scraper has a low one -- so instead of getting overflow loads like we had figured on on several hundred thousand yards of material, we were actually getting only maybe two-thirds, or, at best, 70 per cent, or in that area of the carrying capacity of the equipment, which greatly increased our hauling costs.

Q Is there any difference, actually, in the loading expense between solid materials and soft materials?

A Yes.

Q All right. And what is that difference?

A The scrapers are, to a large extent, self-loading. We get the overflow loads by employing a bulldozer behind them to push them, and then we get the advantage of the downhill haul, but in loading trucks we have to move in and operate an expensive power shovel, which loads the truck. Instead of a full load at a time it loads it by placing on the truck several buckets, and it takes much more time to load a truck of the same capacity as a scraper with a push-cat behind it.

Q Now, when did you actually finish the work on the Big Cut, your excavation, Mr. McDougall?

A The Big Cut excavation was completed about the end of November, 1953. However, there was a little cleanup work to be done in 1954.

A46

Q I believe you stated that the contract time for performance was one year -- is that correct -- from July?

A Just slightly over a year. The contract was awarded July 10th, 1952, and our original completion date was August 1st, 1953.

Q And was an application made for an extension of time of performance?

A Yes, it was.

Q State whether or not that was granted, and with or without penalty.

A It was granted without penalty.

Q What, then, was done with the materials that were excavated from the Big Cut, Mr. McDougall? You stated that they were moved in part to the west, and the rest of them to the east. State whether or not the materials out of the Big Cut exceeded the requirements of the embankment areas as they were designed by the State Highway Commission.

A The fill directly to the ----

Q Would you state first whether they did exceed?

A They did.

Q All right. Now, explain your testimony.

A The fill directly to the east -- I mean to the west -- of the Big Cut was largely completed from the overburden represented in this exhibit. It only required 55,000 yards.

A49 Q And was the material you have just referred to moved into an embankment indicated on the plans as the embankment into which that material was to go?

A Yes.

Q All right.

A (Continuing) The balance of material in the Big Cut, including all of the sandstone, was hauled to the east and used in the construction of the fill from Station 84 to 124. That fill is broken up in a couple of places by side hill cuts. However, it is pretty continuous from Station 84 to about 108. Then there is a little break, and there is another big fill of rock between Station about 116 and 124.

Q You testified this morning that the ratio between the quantities of excavation from the Big Cut and the embankments into which it went was 94.5, indicating that the material from the Big Cut would compact, and there would be no more material from the Big Cut than was necessary to fill the embankments. What was done with the material, or state what, if anything, was done with the material that was not required to fill the embankments.

A It was wasted over the side of the fill between Stations 84 and 124 on both sides, but, for the most part, on the south side.

Q What do you mean -- "wasted over the side"?

A50

A Used to widen the fills over the neat width specified on the plans.

Q What is the neat width specified on the plans?

A Did you say what was?

Q Yes, sir.

A Five feet outside the edge of the pavement.

Q Yes. To what extent were the shoulders widened by this excess material, Mr. McDougall?

A From two to 60 feet extra width.

Q And how far down the slope would that extra width continue, or could that be measured?

A For the full height of the slope. It took its own angle of repose, of approximately 1-1 2 to 1.

Q After all that material had been wasted that you spoke of, had been wasted over the embankments, state what the approximate slope of the embankment was as compared with what the plans called for. Did it retain the slope?

A Yes, the slope was still parallel to the specified slope.

Q And what is it, approximately?

A 1-1/2 to 1.

Q 1-1/2 to 1?

A That's correct.

Q Again, is that a steeper or a flatter slope than the slope on the Big Cut -- 1-1/2 to 1?

A That is flatter.

A51 Q That is a flatter slope. All right. Was there any other use made of the materials from the Big Cut than dumping them over the embankment?

A Yes.

Q And what use was that?

A There was a draw at Station 95 that the engineers feared would impound water against the toe of the Big Fill, so they ordered it filled up with material from the Big Cut. That is not -- that fill is not shown on the original plans.

Q Where did the material come from to make that fill?

A From the excavation from the Big Cut.

Q About how many yards were required to make that fill?

A We do not measure it from the engineers' -- from the information given us by the engineers, it is approximately 16,000 yards in that one draw that I am speaking of.

Q Yes. Now, during the construction for the excavation of the Big Cut, state whether there was any change made in the original slopes of the Big Cut as designed on the plans.

A Yes, there was.

Q All right. State what they were, will you, please?

A The change of slope from 1 to 1 to 1½ to 1.

12 Q And when was that made, Mr. McDougall, approximately?

A When we were about halfway down ----

Q I think there is some illustration of that to show how the [illegible] ----

THE COURT: Will you identify the exhibit?

Mr. [illegible]: [illegible]

THE COURT: Identify the exhibit.

Q (By Mr. [illegible]) [illegible], sir, to [illegible] ----

A [illegible].

Q -- [illegible], state what the effect was on the slopes when they were called in; how they were shown; then, in the completed work.

A The plans called for the slope to be built as shown on this line and on that line (indicating). When we were about halfway down in elevation in the cut, it became obvious to us that on account of the tremendous swell we were getting from all this unexpected sandstone that we were going to have an overrun in embankment quantities, so our general superintendent, Mr. [illegible], asked Mr. [illegible] ----

Q I don't think you need to repeat the conversation.

A All right.

Q State whether or not, merely, you called it to the attention of the State and suggested a change.

A Our Mr. [illegible] suggested to the State that the slopes could be changed to 1½ to 1, which would save both of us money.

A53 MR. LINDAS: If the Court please, I would like -- go ahead.

MR. BIGGS: If this is important to you gentlemen, we can back up and ask in a roundabout way.

MR. PETERSON: I think Mr. McGary should be called.

Q (By Mr. Biggs) Just go ahead, if you will, please, Mr. McDougall, and state if the slopes were pulled in. The question is, were the slopes pulled in and when?

A They were pulled in to 1 2 to 1 slope about a week after Mr. McGary made the original suggestion.

Q And upon whose order? I am not asking about persons. Was it the State Engineer?

A Well, the Resident Engineer on the job was ordered to restake the slopes.

Q Were you ordered to do it by the State, Mr. McDougall, or not?

A Yes.

Q All right. That is what I wanted to know. And about what elevation, then, had you reached when that order became effective?

A We were within 60 to 70 feet of grade.

Q To what extent were the excavation quantities in the Big Cut as measured on the plans reduced by steepening the angle of the slope?

A The engineers' measurements show between 25 and 26 thousand yards in one way, and another check shows between

A54 29 and 30 thousand yards, so it is somewhere between 29 and 30 thousand yards, is the exact figure.

Q Was there any extra material, not in the original excavation quantities, as shown on the plans made available for the embankments on the job, Mr. McDougall?

A Yes.

Q And where did they come from?

A There were two slides. One I have referred to as the slide above Station 50. That produced about 11,000 yards -- I mean slides on the old road.

Q Yes, sir.

A (Continuing) That was removed and used in embankments on the new road. There was another slide to the east of the Big Cut that produced another approximately 9,000 cubic yards that was also used in embankments on the east side of the Big Cut.

Q So that there was an additional 20,000 yards of material made available?

A That's correct.

Q From sources other than the excavations from the proposed job?

A That is right.

Q Is that correct? All right. Now, during the course of this work, who was the State's representative on the job?

A55 A Mr. Jim Putnam, James Putnam.

Q What is his title?

A Resident Engineer.

End
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Q Do you know when or approximately when the encountering of this material, this hard material or rock, was called to the attention of the State?

A Mr. Putnam was on the job--

MR. LINDAS: If the Court please, his answers are all unresponsive.

MR. BIGGS: I think that would call for a yes or no answer.

THE COURT: I will sustain the objection.

Q (By Mr. Biggs) Do you know approximately when?

A I will have to answer the question this way--he knew it as soon as we knew it.

MR. LINDAS: If the Court please, I move that that be stricken as unresponsive; I object to it and ask that it be stricken from the record.

THE COURT: It shall be stricken.

Q (By Mr. Biggs) Yes, to avoid any argument about that. When would that be?

A Certainly prior to the first of May.

Q Of 1953?

A Of 1953, yes.

Q When to your knowledge was the matter first discussed by you and a representative of the State?

A I believe during the last week of May.

Q Of what year?

A Of 1953.

Q Now will you just relate the circumstances of that,

k-45

Mr. McDougall--the place and the persons with whom the conversation occurred.

MR. LINDAS: If the Court please, this is in the nature of a conversation; I have a point I would like to make, and I think perhaps it should be done outside the presence of the jury in order to be fair to both sides.

THE COURT: Very well. I will ask you, ladies and gentlemen of the jury, if you will retire to the jury room for a few minutes.

(Whereupon the following proceedings were had without the presence of the jury:)

MR. BIGGS: At this time I will offer Plaintiff's Exhibit 51.

MR. PETERSON: No objection.

THE COURT: It will be admitted.

MR. BIGGS: Thank you, your Honor, for calling it to my attention.

(Illustration of dump trucks, so offered and received, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 51.)

(The Court, counsel and the reporter thereupon retired to Chambers, where the following occurred without the presence of the jury:)

MR. LINDAS: I am objecting to the last question, your Honor. The point of my objection is this: Section 5-9 of the contract, on page 10, states that "Wherever in these

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specifications the contractor is required to notify the engineer concerning the progress of the work, or concerning any complaint which he may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the engineer or his representative in person, or mailed to the office of the engineer." Section 8-11 refers to the notification to the engineer. I will object to any conversation or notification unless such notification was in writing.

MR. BIGGS: I would like to call the Court's attention to Section 8-11 then, if it isn't the form of the question you are objecting to.

THE COURT: Your objection goes to the substance of the conversation rather than the conversation?

MR. LINDAS: Yes.

MR. BIGGS: Section 8-11, if the Court please, requires that the conditions of recovery--that immediately upon the conditions being encountered, the attention of the State engineer shall be called to the conditions. They actually were formally called to the State's attention some time in August. It says "promptly called to the attention of the State Engineer." Our intention is to show a justification for a no more prompt formal claim, and it will be because the State representatives themselves immediately became concerned about the big rock and

k-47

entered into negotiations with Mr. McDougall for some change in the plans that would--might obviate the necessity for making a claim under 8-11. When negotiations fell down, then claim was made, and we are certainly entitled to show that as compliance with the conditions.

MR. LINDAS: It says the engineer shall be notified promptly of the conditions, and that notification under the terms of the contract must be in writing.

THE COURT: It will be my ruling that I will sustain the objection, and the plaintiff I think should first show when a written notification was given as required under Section 5-9 of the contract; then after that is shown, I will permit testimony concerning the conversation with representatives of the defendant.

(The Court, counsel and the reporter thereupon returned to the courtroom, where the following occurred in open court within the presence of the jury:)

(Letter dated August 5, 1953, marked for identification PLAINTIFF'S EXHIBIT 52.)

MR. BIGGS: If the Court please, pursuant to my request the State has handed to me from its files the document which I have had marked for identification as Plaintiff's Exhibit 52. I would like to ask the witness about that.

Q (By Mr. Biggs) Referring to Exhibit 52, will you state, k-48 Mr. McDougall, if you know what that is.

A Yes, I do know what it is.

Q What is that?

A It is a letter that I wrote addressed to the attention of Mr. R. H. Baldock, Oregon State Highway Engineer, State Highway Commission, calling his attention--

Q Not what is in the letter at this time. The State Engineer--well, go ahead. Calling his attention to what?

A To the situation that had arisen on the Low Pass project and the excavation of the Big Cut--namely, that we had encountered rock at an elevation way above that expected by anyone.

Q What is the date of that letter, Mr. McDougall?

A August 5, 1953.

MR. BIGGS: We wish to offer the letter in evidence at this time, if the Court please. It is from the files of the State Highway Commission.

MR. PETERSON: No objection.

THE COURT: It may be marked as admitted.

(The letter, so offered and received, dated August 5, 1953, was thereupon admitted in evidence as PLAINTIFF'S EXHIBIT 52.)

Q (By Mr. Biggs) State whether or not that was the claim that you made to the State for extra compensation on account of those conditions. Is that the written demand

k-49

you made on the State on account of these conditions, prior to filing any suit, Mr. McDougall?

A Yes, it is.

MR. BIGGS: All right. I think we would like to reserve the right to read this at a later time, if the Court please, unless your rule requires that it be read at this time.

end
P-9

THE COURT: No.

Q (By Mr. Biggs) You stated, I believe, that you encountered this rock sometime in May, 1952?

A '53.

Q '53. The letter of demand on the State, calling your attention to it, is dated August, 1953?

A August 5th.

Q Will you explain the delay in making your written demand to the State, Mr. McDougall?

MR. LINDAS: If the Court please, I would, for the purpose of the record, like to show that we are objecting to any other matters pertaining to the demand or notification other than the one that was made in writing.

THE COURT: I understand your objection. I will sustain your objection to the form of this particular question. If you wish to ask him as to conversations he had, ----

MR. BIGGS: I beg your pardon?

THE COURT: If you wish to ask the witness as to conversations he had in point of time, I will permit that.

Q (By Mr. Biggs) Prior to the date you wrote the letter, -- what is that date again?

A August 5th, 1953.

Q -- August 5th, 1953, state what conversations you had with representatives of the State Highway Commission with regard to the conditions you encountered by the Big Cut.

MR. LINDAS: And, just for the purpose of the record, your Honor, I would like to show that we object to any testimony concerning any conversations we had concerning the claims for encountering rock, other than the written letter of notification that he has sent.

THE COURT: I will overrule the objection.

Q (By Mr. Biggs) Will you proceed, Mr. McDougall.

A Sometime during the last week of May, 1953, Mr. Eddie Clymer, who at that time, I believe, held the position of Chief Cost Analyst for the State Highway Department, came into my office in Portland with two of his assistants. He said that his office had been informed that we had encountered sandstone in the Big Cut of the Low Pass project to an extent that indicated the entire cut still to be excavated was going to be all sandstone, and would we make available to his assistants our books and records showing our costs up to, I believe it was, April 10th, an estimate date, for the purpose of the costs of excavation prior to encountering the sandstone.

We provided his assistants with desk space, and turned over all of the records they wanted to them immediately, and Mr. Clymer then said that, in view of the situation, the State was considering some changes. Among them was one he wanted to discuss with me at the time, which was the elimination of what is referred to

A58 on the plans as the bottom course of crushed material eight inches thick, and they would substitute, or were considering substituting, a course of cut-run rock, or, that is, rock just as it came from the excavation of the Big Cut, two or three feet thick the entire length of the project, stockpiling the crushed rock that had already been crushed.

Q Where was this crushed rock to come from, according to the specifications -- out of the project, or off the project?

A Off the project.

Q All right. At a quarry site?

A Yes. It came from Horton Quarry, three miles from the west end of the job.

Q All right. Go ahead.

A (Continuing) He said that there would be a saving, there, because the State could later use this crushed rock somewhere else, and could take advantage of the unexpected amount of solid rock in the Big Cut by using it to make a very thick bottom course underneath the finishing surfacing courses and the pavement, so at that time I asked him if the State would compensate us for the extra cost we were being put to, and all the indications were that we were going to be put to, to complete the job as a rock job when it had not been so engineered or

A59 so computed by us.

He stated that in addition to his duties as cost analyst he was the Department's No. 1 trouble shooter, as he put it, that the reason he was in there at the moment was because he knew the job would be in trouble on account of the unexpected amount of rock encountered in that cut, and that while he had certain limited freedom of discretion in making negotiated settlements, that were designed to make an equitable adjustment of unforeseen circumstances in connection with construction contracts, that a matter of this consequence would certainly have to be taken back to his superiors in Salem in the department.

We talked of the possibility of increasing the compensation for placing the extra thickness of subbase that he proposed as a possible change order, and settled nothing on his first visit except that we agreed to again make available to his accountants any time they wanted to come in our books and records, so that the State Highway Department would be completely informed of our costs as the work progressed.

2nd

We discussed the matter a second time in my office some days later -- that would be in June. I did not keep a diary of the dates of his visits. His representatives, accountants, came in. We gave them all the figures they

A60

asked for, gave them all the cooperation we could in the way of information and working space, and they invariably left feeling that they had accomplished their mission in obtaining whatever information they could get at that time.

His second discussion with me was also inconclusive.

3rd

The third one was held in his office at Salem, and at that time I believe it was pretty late in June. The Department was cognizant of the situation, obviously, but Mr. Clymer said he could make no progress in trying to find a satisfactory solution of the problem until certain officials of the Department, who were his superiors, returned to the city. Now, just who they were I do not recall at the moment. It might have been Mr. Baldock or Mr. Williams. I do not know.

MR. LINDAS: If the Court please, I move that all that evidence be stricken from the record on the grounds that it is not competent, relevant, or material to this issue that we are trying here today. Obviously, the man to whom he has talked was not anyone connected with the construction or the designing or the letting or the supervision of the contract. I think it is wholly incompetent and irrelevant and ask that it be stricken.

MR. BIGGS: We hadn't completed the thing yet, if the Court please, and it won't be very much longer, and I have

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made my position clear to your Honor in the Chambers in connection with this. We contend, if the Court please, all the way through, that the conditions were as unexpected to the State as they were to the contractor. When they were encountered, instead of the contractor's immediately making formal demand, he negotiated with the representatives of the Commission who were assigned to see him about it, and they did enter into negotiations for a change order, which the witness has just recited. We would like him now to tell how those negotiations eventuated and the timing of the conclusion of those negotiations with his writing of the letter which is in the record as Exhibit 52.

THE COURT: Mr. Lindas, -- I see that it is approaching the time set for our regular recess. I should excuse the jury at this time. If you gentlemen wish to discuss this matter further we can do so.

MR. PETERSON: May I make one observation, your Honor?

THE COURT: Yes.

MR. PETERSON: Counsel has just mentioned that this person who discussed the matter, as alleged here, or as testified, was assigned to do that job. Now, there is no testimony here that he was assigned to do it at all, and I don't think counsel should have made that remark.

MR. HIGGS: I think it is fairly evident, if the Court please, that Mr. Clymer would not have been doing that unless it was his duty. I don't think counsel is in any position to say that he was exceeding his authority.

THE COURT: There is no testimony on that matter at this time.

In any event, Mr. McDougall, you may step down from the witness stand at this time.

(Witness excused.)

THE COURT: Ladies and gentlemen of the jury, you may be excused now until 9:45 tomorrow morning, and please remember, of course, that it is your duty not to discuss the case among yourselves or with any other persons, or any subject matter concerning this case, until it is finally submitted to you for your consideration. Of course, you must also not make up any final opinions on any portions of the case whatsoever until you have heard all the evidence on both sides, and have been instructed by the Court as to the law which you are to apply to the case.

You may be excused now until 9:45 tomorrow morning.

If you gentlemen would like to retire with me to my Chambers, we will discuss this.

(Whereupon, at 4:35 o'clock P. M., the jury was excused, and the Court, counsel, and

the reporter retired to Chambers, where
the following occurred without the
presence of the jury:)

THE COURT: Mr. Lindas, will you repeat your motion?

MR. LINDAS: Yes. I move to strike the testimony of Mr. McDougall concerning the conversation he had on three separate occasions with Mr. Clymer on the grounds that the conversation, in so far as the trial of this case is concerned, is incompetent and not relative or material to this issue. The contract provides the manner
14 in which notification must be given by our contractor to the Department, and Section 3-11 provides that the notification, in so far as that section is concerned, must be made immediately to the engineer.

Now, that notification has been shown to have been made in writing on August the 5th, and any conversation that he has had with any of the other members of the Department, I think, is wholly irrelevant, because it doesn't come within the terms of the contract, and for the further reason that in this particular instance there is absolutely not one iota of evidence to show that the Department, Mr. Clymer's immediate superior or from there on up to Mr. Baldock, have ever notified him or sent him down to make any adjustments with Mr. McDougall. It has just been assumed from the testimony given that

A64

someone sent him down there, and unless there is a showing made I don't think it is competent, and if there were a showing made that he was sent I don't think it is competent under the terms of the contract. It is irrelevant to this case and not material to it.

THE COURT: You say that is the ground on which you feel that the notification wasn't timely made? Is that part of the basis of your motion?

MR. LINDAS: Well, I think the contract, your Honor, specifies the manner in which notice must be given, and it specifies very clearly that any notification of any complaint or for any reason whereby the head of the Department must be notified, the engineer, the notification must be made in writing.

Now, he has made the notification in writing, and I think he is bound by that notification. Any conversations he may have had with any of the officials prior to that time I don't think come within the terms of this contract, and any conversations he had concerning the Big Cut are not competent nor relevant nor material in this particular instance, because the contract speaks for itself. He is doing this work under the contract. The contract provides that when a notice is to be given to the engineer, it must be given in writing. That notification has been given, and it is in writing, and

A65 any prior conversations I don't think have any part in this case.

MR. PETERSON: I might say, if I may add, your Honor, ----

THE COURT: Yes.

MR. PETERSON: -- that this may have some bearing upon Mr. Lindas' motion, and that is this thought here: that in order to spend money on improvements, either repairs or original improvements, that are in excess, I believe the statute states, of $5,000, it must be done by published bid. In order to publish bids, that must be done under an act of the Commission, itself. Then we have any number of cases that hold that not even a Commissioner can bind the Commission by some act that he does that is without the consent or the concurrense of the other two commissioners, or a majority of them, as the case may require.

I have in mind particularly the State versus Benson case at the time Mr. Benson was one of the commissioners. He apparently had had conversations with members of a certain community about where a load was going to be put, and later the Commission decided to put it some other place, and an action was brought -- I forget the nature of it, but the Supreme Court held that not even a Commissioner could go out and bind the Commission under such circumstances as those, and here we have a situation that is much further removed than the one that I mentioned.

MR. BIGGS: It is quite obvious, your Honor, that we are talking about two different things. This isn't put in as a binding admission upon the State at all, or any admission at all. This is put in to show compliance with 3-11 of the contract, and the reason, if it should be determined that our claim was not immediately made, why it wasn't immediately made, and also to obviate any objection as to the time interval and criticism of the plaintiff's testimony that when he ran in this stuff ----

THE COURT: That is your claim for the testimony -- to show why it was not more promptly made?

MR. BIGGS: Precisely so, and also -- yes, the reason for it was this: They couldn't tell right at the outset exactly how far down they were going into rock. This might be a thing that could be obviated, and everybody made happy about it to the convenience of the State as well as to the contractor, by a simple change order that would allow him compensation and at the same time change the particular construction of the highway, using the rock that was coming out of the cut. It obviously would be to the State's advantage to do that. These were conversations looking toward a modification of the

A67

contract that might obviate a claim entirely. As long as they went on, certainly a reasonably prudent contractor wouldn't be expected to make his formal demand or claim. The State already knew what the conditions were, and were negotiating with him for a change order in view of those conditions. As soon as those negotiations terminated, because of the thing, perhaps, that Mr. Peterson spoke about, that it was running into a great deal more money than could be accomplished under a change order, our testimony will show at that time, and very promptly at that time, as a result of his last conversation with Mr. Clymer, he prepared and filed his letter, which is Exhibit 52.

Now, that is the situation, if the Court please. We are not contending that the State is bound by statements made even by a Commissioner, and there have been statements made by a Commissioner in this case that we won't attempt to offer, to be perfectly frank about it. We are not attempting to get any improper information. Commissioners have talked with our people about this very case, and made admissions, if you would call them admissions, and if we wanted to rely on them it would be very helpful. We are not attempting to do that at all. We are making the claim that this, however, is our conversations that occurred during the course of the work with people who, at least apparently, were authorized to go to him and to negotiate change orders.

If counsel wants to show that Clymer had no authority to do that and that McDougall was not acting as a reasonably prudent person in delaying his claim because Clymer came to him and negotiated a change, make your showing. It would be a question for the jury to say whether or not, under all the circumstances, McDougall was justified in assuming that the State was acting in good faith in an effort to negotiate some change order with it.

Now, that is our position. It is completely reasonable. To take the stand that just because the contract some place requires a written notice nothing else may be shown about that as to the timing of the notice or why it wasn't made earlier is a much too narrow view. It is not supported by any authorities that I know anything about.

MR. LINDAS: My point is simply this, your Honor: Section 8-11 says if the contractor should encounter these situations that are different from our plans, or of an unknown or unusual nature, then "the attention of the engineer shall be called immediately to such conditions," and that attention must be called in writing.

Now, the only notification to the engineer in writing

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of this particular condition was made on August the 5th. Any conversations concerning calling attention of the engineer to these conditions prior to that time are not relevant nor material nor competent for this case, because the contract provides the manner in which a notification must be made, and I think that he is bound by the terms of the contract that he voluntarily entered into. That is, simply, my point.

MR. BIGGS: Even on that point your position is unsound. What is the purpose of that provision of the contract? The provision in the contract is that the State can immediately examine the conditions, immediately ascertain that there is some unusual thing arising, and can immediately make their studies of the cost, keep track of the contractor's costs. That is precisely what Mr. Clymer, the Chief Cost Analyst, came to Portland to do -- to get a record of the costs up to date, and to make arrangements to follow the costs carefully from that time out, -- just precisely what the contract called for. He invited a delay in the making of a formal claim on account of these unexpected conditions through a suggestion of a change order which might obviate the claim, and during that whole time the parties were acting in good faith and attempting to work one out. When they couldn't, then, of course, the claim was made, A70 and the jury is entitled to know those circumstances and that explanation. That is my position.

THE COURT: Yes. I understand what your position is, and I will reserve a ruling on the motion until prior to tomorrow morning's session.

MR. LINDAS: Very well, your Honor.

(Thereupon, at 4:45 o'clock P. M. of this day, Tuesday, January 10, 1956, an adjournment was taken until tomorrow, Wednesday, January 11, 1956, at 9:45 o'clock A. M.)

Reporters' Certificate

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

We, B. D. Peyton and Catherine Mulvey, Official Reporter and Official Reporter Pro Tem of the above entitled Court, certify that we alternately reported in shorthand the oral proceedings had and testimony given upon the trial of the above entitled cause occurring on Tuesday, January 10, 1956, before Honorable Val Sloper, Judge of the above entitled Court, and a jury, duly empaneled and sworn; that we have subsequently caused our shorthand notes, so taken, to be reduced to typewriting; and we each certify as to the portions so transcribed from our respective shorthand notes, that the foregoing and hereto attached 119 pages of typewritten matter, numbered 125 to 243, both inclusive, constitute a full, true, and accurate record of the oral proceedings had, testimony given, objections and motions made, rulings of the Court thereupon and exceptions taken thereto upon the trial of the above cause on Tuesday, January 10, 1956.

Dated at Salem, Oregon, this 10th day of January, 1956.

/s/ B. D. PEYTON
Official Reporter

/s/ CATHERINE MULVEY
Official Reporter Pro Tem

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY, Plaintiff,	)
vs.	)
STATE OF OREGON, by and through its State Highway Commission, Defendant.	)

TRANSCRIPT OF PROCEEDINGS

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53	Illustration of Ingersoll-Rand wagon drill FM3	246	272
54	Letter, R. H. Baldock to Natt McDougall Company, dated October 1, 1953	248	249
55	Sheet containing illustration of Gardner-Denver jackhammer	371	372
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WEDNESDAY, JANUARY 11, 1956, the trial was resumed, pursuant to adjournment, at 9:49 o'clock A. M., and the following further proceedings were had herein:

(The following occurred in open court without the presence of the jury:)

(A piece of sandstone, previously offered, was here marked for identification PLAINTIFF'S EXHIBIT 50.)

(Illustration of Ingersoll-Rand wagon drill FM3' was marked for identification PLAINTIFF'S EXHIBIT 53.)

THE COURT: Let the record show that at this time the Court will deny the motion by the defendant made at the close of yesterday's proceedings to strike that portion of Plaintiff McDougall's testimony dealing with conversations he had with representatives or employees of the Oregon State Highway Commission prior to the time the letter known as Exhibit 52 was sent to the Defendant Commission and its engineer.

Now, if you will have the jury come in, please.

(Thereupon the jury entered the courtroom, and the following further proceedings were had in open court within the presence of the jury:)

A2 THE COURT: Mr. McDougall will resume the witness stand, please.

JACK McDOUGALL, a witness in behalf of the plaintiff, thereupon resumed the stand, and, having been previously sworn, testified further as follows:

THE COURT: You may proceed.

DIRECT EXAMINATION (Cont.)

BY MR. BIGGS:

Q At the conclusion of the afternoon session, Mr. McDougall, you had stated, I believe, that your third conference with Mr. Clymer was at Salem, and that it was inconclusive. That was sometime, I believe you stated, in June. Now, proceeding, was there any further conference with Mr. Clymer?

A I had one more conversation with him when he called me on the telephone sometime during July. As I stated yesterday, I do not keep a diary of the dates of these various conversations. 4th

Q And what was the effect of that conversation?

2 MR. PETERSON: What was the conversation?

MR. BIGGS: Or the substance of the conversation.

Q (By Mr. Biggs) What followed the conversation, or what was the substance of the conversation?

A We agreed over the telephone that it would be impossible to include in any change order or price agreement

A3

constructed around a change in the plans for the surfacing of the job to even begin to cover the scope of the added cost of removing all that additional solid sandstone from the Big Cut. He then stated that we had a source of relief by making a claim under the changed conditions clause, Paragraph 6-11 of the contract.

Q Immediately following that conversation, then state if you did prepare and submit the letter which is received in evidence here as Exhibit 52.

A That is correct. I prepared that letter in longhand, spent some time on it, and sent it August 5th.

Q Did you receive a response to that letter, Mr. McDougall?

A Yes, I did.

Q And do you have that with you?

A It is on the desk. I do not have it up here. It is in a file marked "Correspondence" from the State Highway Department.

Q You may be seated. I will bring it to you.

(The letter, here offered, R. H. Baldock to Natt McDougall Company, dated October 1, 1953, was thereupon marked for identification PLAINTIFF'S EXHIBIT 54.)

Q (By Mr. Biggs) Will you state the date of the letter, to whom it is addressed, and by whom it is signed?

A I am referring to Exhibit No. 54. The date of the letter

14 is October 1st, 1953. It is addressed to the Natt McDougall Company, 824 Pittock Block, Portland 5, Oregon, Attention Mr. Jack McDougall. It is signed by Mr. R. H. Baldock.

MR. BIGGS: At this time, if the Court please, we offer in evidence the letter marked for identification Exhibit 54, Plaintiff's Exhibit 54.

THE COURT: Any objection, counsel?

MR. LINDAS: No objection.

(The document, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 54.)

MR. BIGGS: I think, if I may, at this time, your Honor, I would like to read the letters, Exhibits 52 and 54.

THE COURT: Very well.

MR. BIGGS: Well, I will withhold that for the time being and read them later.

Q (By Mr. Biggs) Now, before the time you had received that letter, or between the time that you had written your letter and received the letter from Mr. Baldock, state whether or not you had any conferences with Mr. Baldock about the matter.

A Yes, I did.

A5

Q And where were they held, and what were your dealings with Mr. Baldock on this matter?

A After approximately two weeks had passed from the time I wrote the letter of August 5th to Mr. Baldock, and we had not received an answer from him, I drove to Salem and interviewed him in his office and asked him if he would go to the project with me, which he agreed to do. We had a short discussion of the situation in his office.

Q Did you then take him to the project?

A A few days later,--if I can refer to my notes I can state the exact date.

Q Yes, you may.

A On August 24th, I picked up Mr. Baldock here at Salem in the morning, and he, in company with a construction engineer named Forrest Cooper, an employee of the Department, and myself, drove to the Low Pass project and returned to Salem that afternoon.

Q Did Mr. Baldock make any comment upon the nature and character of the rock which came out of the Big Cut, Mr. McDougall?

A Yes, he did.

Q And what was that?

A He called it "jetty rock."

Q What is jetty rock?

A6 A Jetty rock is a rock used in the construction of ocean
jetties. It is the biggest rock and the hardest rock
that is available in the area adjoining the coast.
3 Commonly, in the Oregon jetties, it is sandstone shot
to break in great big chunks, huge pieces. Fifteen tons
and up is usually the standard Class A jetty rock
specification.

Q Did he make any commitments otherwise than that?

A Any commitments, did you say?

Q Yes. I mean, was there any discussion of your claim other than that it would be considered and you be advised about it?

A No, he made no commitments.

Q All right.

A (Continuing) He simply stated that the claim would be acted upon in due course by the legal counsel for the Department, and we would not receive an answer until after the next meeting of the Highway Commission.

Q And Exhibit 54, which has been received, is the answer that you did receive. Is that correct?

A That is correct.

Q All right. I think you wanted to make a correction or two in some testimony you gave yesterday, Mr. McDougall, when you were discussing, I believe, the number of trucks and equipment that you had on the job.

A7

A Yes, I made an error in stating that we had brought into the job four bottom-dump Euclid trucks. The correct number was five. And I made an error in stating that we brought in five end-dump Euclid trucks. The correct number was three.

Q Was the total number, then, the same, as I understand?

A No. It is one less. That is how I happened to catch up the error last night. There were 12 big trucks on the job, four of them Tournarockers.

Q I think the testimony of yesterday also shows the Top-Hill cut, some other job that you did in some other section of the Coast Range, as being 340 feet deep. Whether you so testified, or whether that was a misunderstanding by the reporter, what is the fact about it?

A The facts are it was 140 feet deep, and I think I so testified.

Q 140?

A 140 rather than 340.

Q You would like the record to show that correction?

A I would like to get that corrected.

Q Now, Mr. McDougall, can you tell us how many yards, cubic yards, of excavation you were finally paid for on the basis of the State's final estimates?

A Yes, I can.

Q And what is that quantity?

A3

A Now, you are talking about unclassified excavation?

Q Yes, excavation.

A Under Item 4, we were paid for 751,591.3 yards.

Q That is on the whole job. Is that correct?

A On the entire job.

Q Yes.

A (Continuing) Under Price Adjustment No. 3, which was the ----

Q I am not -- go ahead. Go ahead, sir.

A (Continuing) --on the west side of the Big Cut; and under Price Adjustment No. 4, which was the slide on the east side of the Big Cut, we were paid for 11,079.6 yards and 8,694.8 yards, respectively, making a total of 771,365.7 yards.

Q I see. In other words, on the job, itself, as originally planned, the quantities actually figured by the State at the end were seven hundred fifty-one-some-odd thousand. That is on the job as originally planned for the State. Is that correct?

A In excavation, that is correct.

Q In excavation?

A That is correct.

Q Then during the course of the work, because of these slides, you were required, under separate agreements, to remove some 20,000 additional yards of material. Is that

A9

correct?

A That is correct.

Q All right. Now, how much yardage, how much of the total, came from the Big Cut as determined by the State on its final estimates?

A 470,261.3 cubic yards of excavation.

Q Now, that is measured in place in the Big Cut in its original position. Is that correct?

A That is correct.

Q Of that amount, how much was rock?

A We do not know exactly. We made every effort to determine a reasonably accurate figure, and made measurements down both the north slope and the south slope with the tape from the cut stakes at the various stations to where there was no question but what the lower end of the measurement was in solid sandstone,—not disintegrated sandstone, but in solid sandstone.

End
C-1

P-2
K-1

Q Are those the measurements from which Exhibit 3-B was prepared, Mr. McDougall?

A That is correct. Then after the cut was out, of course, it was impossible to measure any elevations except on the slopes so all we could do was project a straight line across two points of the cut, and using that basis of measuring the overburden depth, we arrived at a figure of approximately something between 335,000 and 336,000 yards of solid rock. However, that allows for nothing in the way of irregularities above that line, and we have been commonly thinking in terms of 350,000 cubic yards of solid sandstone as being the figure or amount we excavated from the Big Cut.

Q Based on your observation and measurements and experience then in the Big Cut, would that be your best opinion, a conservative estimate, of 350,000 cubic yards?

A I think it is a very conservative estimate. The figure was made conservatively on purpose so it could not be challenged.

Q I believe you testified before on that, I am not sure. Was the amount you have now spoken of, 350,000 yards, the amount after the slopes had been reduced and the quantity originally measured saved by reason of that reduction?

A That is correct.

K-2

Q Could you tell us about what quantity of rock excavation actually was saved by the State by reducing the slopes?

A There are two ways of figuring it, and the figures come out different, but is somewhere between 25,000 and 30,000 yards.

Q Now you testified yesterday that the excavation from the Big Cut moved mostly east to embankments, east of the Big Cut, although there was some to the west; and you testified as to the extra width of the shoulders of the embankment on the completed job. I believe you so testified, didn't you?

A Yes, sir.

Q In addition to the extra width, or I believe you referred to it as waste, which went over the shoulders of embankment, where else did excavation go into the embankment beyond the neat lines of the embankment?

A Two places. A draw adjoining approximately highway station 95 that was filled up by material from the Big Cut was not called for on the original plans.

Q You testified, I believe, as to the quantity of that.

A 16,000 yards. That was the engineer's approximate estimate.

Q All right.

A The other place is obviously the subsidence or the amount of material placed in the fills in that wet, mucky,

k-3

muddy canyon to the east of the Big Cut where we know that the big fill had settled into the ground an unknown or undetermined amount or distance.

Q Is that what you mean by subsidence?

A That is correct.

Q I will hand you a document marked for identification Plaintiff's Exhibit 47, and ask you to state what that represents--without giving the figures at this time, just describe it generally so that the Court and counsel and the jury will know what it is.

A This is simply a typical section showing, first, the design embankment section.

Q Well, I didn't care to go into that much detail at this time unless it is admitted in evidence.

A It shows the overwidth and subsidence in an example form. There are no dimensions given; it is just meant to be illustrative.

MR. LINDAS: If the Court please, I am objecting to it. I have already seen it, and I object to it on the ground that it is self-serving and does not purport to be what was actually done in this case, and for that reason, improper conclusions could be drawn from it. It does not purport to show what actually occurred in this case, and I think it is improper, irrelevant and immaterial.

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Q (By Mr. Biggs) Might I ask one further question. Is it possible, Mr. McDougall, actually to determine from the information now available how many cubic yards, by actual measurement, how many cubic yards of material are presently in the embankments on that job?

A It is not.

Q Why is that?

A Because the subsidence or amount of settlement that the big rock fills to the west of the Big Cut penetrated into the original ground line is unknown, and any embankment figures made now can only be based on the original ground line topography notes that were made prior to construction.

Q In the drawing have you taken that into consideration and not attempted to show an accurate subsidence line?

A That is correct.

Q The purpose then for the exhibit, I believe you stated, was simply to illustrate by a drawing, your testimony on that; is that correct?

A That is correct.

MR. BIGGS: It will be offered for that purpose only, your Honor. We are not claiming that it could possibly show to scale what the yardage is, but we think it is proper for the witness to explain to the jury, by a drawing, x-5

these factors he is talking about--the excess width in the shoulders and the subsidence. That is all we claim for it, your Honor.

THE COURT: I will sustain the objection.

MR. BIGGS: May I, your Honor, have the witness use the blackboard then to describe what he is talking about?

Q (By Mr. Biggs) Can you draw out generally a rough section just to illustrate how the subsidence may be shown and what you mean by extra widths of the shoulders?

MR. LINDAS: If the Court please, I object to that. He is just circumventing the Court's ruling that such should not be introduced into evidence for the jury's consideration.

MR. PETERSON: May I be permitted to offer a further suggestion?

THE COURT: Yes.

MR. PETERSON: That is that there is no showing by this witness of the many factors that go into determining whether subsidence would occur in a given station or not. There are many factors, as the evidence will show, and furthermore there has been no explanation how subsidence would be measured in a given instance or in any instance. To simply draw a diagram on the blackboard would be for the same self-serving purpose as the exhibit to which the Court just sustained the objection.

MR. BIGGS: I think it would be perfectly proper, if the Court please, to allow the witness to illustrate his testimony by a drawing. He candidly said the drawing would necessarily be illustrative because of the unknown quantities of subsidence, but he will be asked subsequently at least to express an opinion as to that; I would simply like for the jury to know clearly what he is talking about when he refers to that.

THE COURT: I will permit the witness to make a rough diagram on the board, but I think it is too speculative to make an exhibit out of it.

Q (By Mr. Biggs) Very well. Will you step down here, Mr. McDougall. Do you have space enough here?

A I think so.

(Witness walking to blackboard, and drawing sketch.)

Q Now there is testimony here, Mr. McDougall, introduced through Mr. Brown, I believe, or one of the witnesses--

MR. PETERSON: I can't hear you, counsel.

Q There is testimony here in the record by one of the earlier witnesses as to the actual measurements of the shoulders of the embankments as they exist at the present time. You may use that, of course, in your drawing, but the rest of it will be purely illustrative. Go ahead.

A All right. This will be a section. The plans show the original ground line like that. (Sketching) They required a fill with surfacing, of course, on top of it--to be like that. Both fill slopes on both sides.

k-7

Q Now that is as though you were looking head-on at the highway, as though the highway were sliced directly in two and you were looking at the exposed end of it?

A Yes. This is what the plans required us to construct. What actually was constructed was a highway that had extra width along the length of the fills made from the Big Cut, on both sides, to varying amounts, like that.

Q Does the inner line represent the actual extreme edge of the shoulder, and is there a space between the pavement and the commencement of the shoulder?

A The pavement is located from the center line then there is to be a 5-foot shoulder from the edge of the pavement, that is the hard surfaced portion of the pavement, to this portion of the fill. There is a provision made for a couple of feet of crushed gravel adjoining the hardtop surfacing, then three feet of the remaining fill, making a total distance here from the pavement to the edge of the fill, of five feet.

Q All right, go ahead. Now will you illustrate what you mean by subsidence and how a subsidence line where it occurred would show on the drawing that you are making on the board.

A The subsidence occurs due to the weight of the fill settling straight down, and where the fill is the heaviest the subsidence theoretically would be the greatest,

k-8

so that there would be practically none here, or at this point, but underneath the highest portion of the fill the subsidence would be theoretically the greatest. This material is material that I say cannot be measured because no one knows what this ground line now is.

Q Would you have an opinion as to whether subsidence actually did occur on this job, Mr. McDougall?

MR. PETERSON: Just a moment, please. I think, your Honor, there has been no foundation laid for such a question as that, whether subsidence has occurred, and there has been no foundation laid that would show what causes subsidence and where subsidence would occur and all the various factors that go into determining whether there is subsidence.

MR. BIGGS: You have made your point; I will be happy to lay the foundation.

THE COURT: I will sustain the objection.

Q (By Mr. Biggs) What are the factors that enter into subsidence, Mr. McDougall?

A There are several. The material in which the fill is placed is important; if we were building a fill on solid rock we would not expect any subsidence. When you build a fill on mud, such as we had here in this contract, you would expect subsidence. If you build a fill out of solid rock that weighs more per cubic yard, you are going to put

k-9

a greater load in the same given volume of fill on the original ground line than if you build it out of, for example, sawdust.

Q What again then was the condition out here of the base of the fill, the condition of the ground?

A It was wet and muddy and required an increase in the perforated drainage system of over 250 per cent from the original net quantities set up in the plans.

Q State whether the material was of such a type as would compact or yield to weight from above.

A It would compact and it would yield.

Q What was the fill, the materials placed into the fill, Mr. McDougall?

A For the most part, the fill to the east consisted of 350,000 yards of rock and it came from the Big Cut; and only such overburden as remained after building the-- in the Big Cut after using the overburden material to build the fill to the west; for the most part it was solid sandstone.

Q From that information and your experience, have you ever actually measured subsidence on a fill, Mr. McDougall?

A I have never actually measured it. I have observed it.

Q Where it is anticipated, and for any purpose measured, how is it done?

A It is common practice on some types of heavy construction

k-10

to pay for material in embankment rather than in excavation. A good example is the levee work along the Mississippi. For that reason, systems have been developed to measure the original ground line underneath those levees.

Q Is that done by placing stakes--

A By placing what they call subsidence stakes and taking instrument readings and trying accurately to determine the amount of settlement into the original ground caused by the weight of the fill.

Q Based on your experience and observations as to the character of the fill and quality of materials that went into the fill, and the measurements which are in the record here as to the extra width of the shoulders of the highway, would you have an opinion as to the amount of yardage in that fill in excess of the neat lines of the drawing? That is the quantities shown on the State's drawings as the highway was originally designed. You may answer that yes or no.

A Yes, I have.

Q Now would you state what that opinion is.

A I think the 350,000 yards of rock measured in the excavation probably produced in excess of 100,000 yards of swell in the embankment.

MR. PETERSON: What was that, please?

(Answer read.)

MR. LINDAS: I object to that as unresponsive; the answer is wholly unresponsive.

THE COURT: It will be stricken.

A I wasn't through modifying my first answer to the question.

MR. BIGGS: Will you read the original question.

(Previous question read.)

Q (By Mr. Biggs) I would like to amend that question by including the embankments throughout the entire job.

A Yes, I have an opinion.

Q What is your opinion?

A I think the embankments throughout the job contain an overrun of not less than 80,000 yards.

Q Of actual materials in excess of the neat lines of the drawings?

A In actual materials in excess of the neat lines on the plans.

Q When I have referred to neat lines and you have referred to neat lines, what do you mean by that, Mr. McDougall?

A By neat lines, I mean the minimum section we were required to build shown on the plans.

Q Would you have an opinion or do you know what caused that excess of quantity in the embankments over what the drawings contemplated?

A Yes, I have an opinion.

k-12

Q And what is that opinion?

A Due to the unexpectedly large amount of solid sandstone encountered in the Big Cut, the swell caused by that additional yardage of solid rock produced the excess embankment materials.

Q Do you have an opinion as to about what the percentage of swell was of the rock from the Big Cut?

A Yes, I have an opinion.

Q And by "swell"--I think that has been defined before. We mean the excess of that material in embankment over its measurements in the original state, is that correct ?

A That is correct.

Q What is your opinion?

A I think the sandstone from the Big Cut will show a swell factor between 20 and 30 per cent.

MR. PETERSON: Excuse me--did you say will show or did show? Which was your question?

MR. BIGGS: The question or the answer?

MR. PETERSON: I thought you asked--

MR. BIGGS: The question is--what is the swell factor, if he has an opinion about that--and your answer again?

A I think it swelled between 20 and 30 per cent.

Q Now state whether that produced or about what percentage of swell that would produce over the entire job, as applied to the quantities of embankment as originally figured on in the plans.

A Well, 30 per cent of 350,000 yards would produce 105,000 yards of additional embankment material, from that 350,000 yards of excavation.

MR. PETERSON: If the Court please, I think the question was referring to the entire job, and his answer referred to the Big Cut.

Q (By Mr. Biggs) I wanted to know if you had an opinion about the comparison between the actual relationship of the quantities of excavation to embankment as computed by the State in drawing the plans, and the actual relationship between excavation and embankment on the job as developed by the encountering of solid rock and placing it in embankment.

A Yes, I do, but you cannot figure the swell of the entire job from only the 350,000 yards of rock. We have to also consider the balance of the material which had a different swell or compaction factor than the solid rock.

Q Yes, I understand that. Then I will ask you this--did the material other than the solid rock encountered in the Big Cut produce a swell or a shrink factor materially different from that shown on the plans prepared by the State?

A It did not, and that is shown by the construction of the embankments to the west of the Big Cut. They are all very close to the design yardage.

Q Now is there left unanswered a question?

A Yes, you wanted to know what the net effect of--

Q (Interposing) Can you give us that answer?

A Yes, I can. I think that the job, as built, shows around 110 per cent of the materials excavated to have been moved to embankment.

Q And that is all because of the swell of the rock in the Big Cut?

A That is correct, as against 94.4 per cent shown in the plan. I have computations to substantiate that opinion if you want them. They are very brief.

Q Well, all right, go ahead if you care to.

A The way we arrived at that figure was simply by applying the swell factor of 30 per cent to the 350,000 yards; that produced 455,000 yards of embankment. Deducting the 350,000 yards of rock from the yardage we were paid for in the estimate, 771,000 yards less 350,000 yards, leaves 421,000 yards of material other than solid rock. Now I think the State's original compaction factor on the balance of that material is very accurate. Extending that at 95 per cent, which is within one-half per cent of what they figured--

Q That would be a 5 per cent shrink, wouldn't it?

x-15 A Yes. That gives us an embankment figure of 855,297 yards, divided by the net excavation figure of 771,365 cubic yards, creating a swell factor of 110.88 per cent.

Q As the job was actually constructed?

A I think that is close to the way it actually was constructed, if it could be accurately measured.

Q Would you just state now how the job was completed and when it was completed, Mr. McDougall?

A How the job--?

Q I believe you said you had completed the rock work in the Big Cut in November, 1953. Do you want to go on from there--just a moment. One other thing. Do you have an opinion as to what the percentage or the relationship was in quantities or volumes between the shale and sandstone as shown on the exposed sides of the cut of the old highway, Mr. McDougall?

A Yes, I do.

Q What is that opinion?

A On the exposed cut of the old highway--

MR. PETERSON: (Interposing) Which cut are you speaking of, counsel?

Q (By Mr. Biggs) I will ask you to refer, if you care to, to the cut right at the summit of the old highway.

A That is what I thought you were referring to because we were talking about the Big Cut.

k-16 Q Yes.

A I believe the exposure there shows possibly one-third disintegrated, in a poor grade of sandstone that could be easily rooted or ripped out or dug with a bulldozer or power shovel, and two-thirds of it shale, clay and overburden.

end
P-2

C-3
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Q (By Mr. Biggs) Well, is there any material difference, actually, between the conditions shown on the old cut at the very summit and the cuts on the old highway, both approaching from the east to the west of the summit?

A The cuts to the west of the summit cut on the old road are more like the summit cut on the old road than those on the east. The east side shows a higher percentage of dirt.

Q A higher percentage of dirt?

A A higher percentage of dirt and clay than the old road.

Q Now, there is testimony in the record as to actual measurements of the width of the shale seams in the new cut, in the Big Cut, and the width of the solid sandstone. You are familiar with those measurements, are you not, Mr. McDougall?

A That is right.

Q They were taken from the top of the berm down. State whether or not that same relationship prevailed from the top of the berm clear up to the top of the cut after you got into solid rock.

A It did.

Q Do you have an opinion as to the approximate percentage of sandstone and shale in the Big Cut?

A I do.

Q And what is that, Mr. McDougall?

all

A I think after we got into the solid sandstone, from there on down, it would approximate 95 per cent solid sandstone, and shale would be not more than 5 per cent. That is based on the measurements that we took to determine that figure.

Q One other thing you have referred to -- a wagon drill that was used by you on the job. I will ask you to examine the exhibit marked for identification Exhibit 53, and state what that is.

A This is a picture of an Ingersoll wagon drill, Model FM3.

MR. BIGGS: I think I showed that to you gentlemen.

Q (By Mr. Biggs) Is that the type of wagon drill that you used?

A It is. That is the type. We also used wagon drills manufactured by another manufacturer, but they are very similar to that same type.

MR. BIGGS: I offer it in evidence, if the Court please.

MR. LINDAS: No objection.

THE COURT: If there is no objection, it may be marked as admitted.

(The document, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 53.)

A12 Q (By Mr. Biggs) Now, if you will just tell how the job was completed. I think you spoke about finishing the work in the Big Cut in the fall of 1953, or practically so. What then was done to finish up the job, and when was it finished up and accepted by the State?

A We completed the removal of substantially all the excavation yardage from the Big Cut late in the fall of '53 -- I believe in November -- although the records show we worked a few days in December of that year. Nothing was done in the nature of contract work until the following May, because the remaining work consisted of final finishing in the paving, and the paving could not be done under the State's specifications until dry weather. In the month of May, 1954, the State engineers then set final finishing stakes. We were required to finish the roadway grade to the closest tenth of a foot. There had been considerable settlement in some of the fills, as much as 11 feet in one fill. The big fill directly to the east of the Big Cut had settled in many places as much as two feet through the winter. There was still some loose rock remaining on the slopes of the Big Cut that we were required to bar down and clean up. This material and certain other material from small slides was used to bring the embankments to

A13

their final grade. We finished the subgrade work for the placing of the pavement, I believe, in June, 1954, and the job was then paved and finally completed and accepted by the State Highway Department in July of 1954.

Q Was the work suspended or interrupted or in any way delayed on account of the trouble you were running into -- I mean your negotiations with the State over trying to work out some adjustment because of the conditions you ran into?

A No, we never shut down for a minute on account of any negotiations or any troubles that we ran into.

Q And was the job completed within the time limit as extended?

A Yes.

Q Did you work at any times more than one shift on the job, Mr. McDougall?

A Yes. During the year of 1953 when we realized that we had a tremendous amount of additional rock work to perform more than we had ever anticipated performing or that anyone else had anticipated performing that was connected with the project, we immediately double-shifted in order to try to ----

MR. LINDAS: If the Court please, I have an objection to make concerning "that anyone else anticipated." If he is

A14 referring to the Highway Department by that statement, I move that it be stricken.

MR. BIGGS: I will consent to its being stricken.

THE COURT: I will sustain your objection and strike that portion of the answer.

Q (By Mr. Biggs) Go ahead, Mr. McDougall.

A We immediately double-shifted in order to try to complete the work as rapidly as possible. We could only move maybe a quarter or a third as much rock on a single shift even with two shovels as we had originally planned on moving had the material been suitable for hauling with Tournapulls.

Q How long a period of time did your double-shift work continue, then?

A I do not recall exactly when we cut down to one shift, but we continued working on a two-shift basis in the Big Cut until it became so narrow at the bottom that we could not drill and excavate at the same time without interference of one operation with the other. Then we cut off one shift on the shovel, cut off one shovel, I should say, and the drilling work sometimes was done on a one-shift basis, but it might not necessarily be on the same shift as the excavation was done. That is the way it was completed. I can't say exactly when we cut off the shift.

A15 Q State whether or not ----

A (Continuing) We kept the second shift on as long as it was effective.

Q Were there times when even more than two shifts were used?

A Yes. There were times when, in order to get that tremendous amount of drilling done that close spacing of the holes required, we worked three shifts on the drilling and loaded with the shovels on two shifts.

Q From your experience in the contracting business, would you have an opinion as to whether the job was performed with reasonable skill and diligence and dispatch, Mr. McDougall?

MR. LINDAS: Well, if the Court please, that is a self-serving statement. I object to it.

MR. BIGGS: I think it is perfectly proper.

MR. LINDAS: He is asking him whether he did the job all right. I mean it is simply self-serving. He certainly isn't going to say anything but "Yes." I object to it, your Honor, as not relevant and material.

MR. BIGGS: I don't know, because the State has never stated, what their real defense to this is, -- whether one thing is that they think the job wasn't done with reasonable dispatch. I only have to anticipate, in view of their silence, what they may possibly contend, and I want to anticipate, as nearly as I can, any eventuality.

A16

THE COURT: I will sustain the objection.

MR. BIGGS: Very well.

May I have just one second, your Honor, to confer with counsel?

Now, if the Court please, we have completed the testimony of this witness on the construction phase of the case. There will be considerable testimony with respect to costs and cost data, some of which he will have to testify to, but that basic information will be in the case through the bookkeeper and the man who actually attended to the costs. I would like the privilege, therefore, of completing this phase of Mr. McDougall's testimony at this time, and recalling him at a later time with respect to the costs.

MR. LINDAS: We have no objection.

THE COURT: Very well. You may reserve the right to call him later.

MR. BIGGS: You may cross-examine.

THE COURT: I see it is time for a recess, so we will recess for a few minutes at this time.

Mr. McDougall, you may step down from the witness stand, and, ladies and gentlemen of the jury, you may retire to the jury room.

(Thereupon the jury left the courtroom, and the following occurred in open court

A17

without the presence of the jury:)

MR. BIGGS: May I make an offer of proof?

THE COURT: Very well.

MR. BIGGS: Will you resume the stand, or would you rather just have me state what the testimony would be?

THE COURT: I think it would be satisfactory if you just state it.

MR. BIGGS: In view of the Court's sustaining the objection to the question last asked Mr. McDougall, his opinion as to whether the work was performed with reasonable skill, diligence, and dispatch, I would like the record to show that if the witness had been permitted to answer that question the witness would have stated that, in his opinion, it was performed not only with reasonable skill and diligence and dispatch, but that extraordinary efforts were made to do the job in the best manner possible and as expeditiously as possible, in his opinion.

(Recess, following which the jury returned to the courtroom, and the following further proceedings were had in open court within the presence of the jury:)

THE COURT: We will begin the cross examination, Mr. Peterson.

MR. PETERSON: Thank you, your Honor.

A18

CROSS EXAMINATION

BY MR. PETERSON:

Q Mr. McDougall, when did you first receive the plans and specifications on this job?

A I cannot state the exact date when I received them. We sent for them on June 2[illegible]th. Sometimes we mail for plans and have them mailed back to our office in Portland. Sometimes we send a man to Salem with the check and payment for the plans and specifications and he brings them back, as many as he can get, the same day. I do not know exactly when we received the plans, but it was not earlier than June 27th, 1952. It was not earlier than June 26th, 1952.

Q It could have been on June 26th?

A It could have been if we sent a man to Salem for the 14 sets of plans we ordered.

Q And do you think it may possibly have been, Mr. McDougall?

A It may possibly have been. In fact, I would say it was probable, because with 14 sets of plans to be examined, and some, of course, obviously had to be discarded to reduce the number to the number that we had time to look at and could submit bids on, we would have been in a terrible hurry, and we more than likely, in a situation of that kind, -- that is when we send an employee to Salem with the check to bring back the plans and

A19 specifications.

Q So then on the 26th, as you say, you feel that that was the day that you picked up, had picked up, 14 sets of plans for 14 different bids. Is that right?

A Our vouchers show that we sent for 14 sets of plans. I don't believe that we got 14 sets in on the 26th, but I won't state that we did not. Normally, they are not ready. They are not always ready on the date that they are advertised.

Q Now, when did you first do anything about the Low Pass bid?

A First do anything about it?

Q Yes. What was the first date that you did anything about the Low Pass bid?

A The day we got the plans.

Q What did you do first?

A Normally, we go through a job, ----

Q Just what did you do first, Mr. McDougall? Just answer the question.

A Took a look at it to see what kind of work it was -- whether it might be all cat work, for example, or all rock work, or a combination of both, when we examined the profile.

Q And all the other plans you received you treated in the same way that particular day, did you? Was that on

A20 June the 26th, or what date was that on?

A It would be on June 26th or possibly 27th, or very shortly thereafter.

Q And then what next did you do concerning the Low Pass job?

A Took off on the morning of July 1st by automobile to examine the job.

Q And were you alone at that time?

A No. I had Mr. R. E. McGary and Mr. Thane E. Brown with me.

Q And where did you stop first?

A At Salem. You mean on that trip?

Q On that trip, yes.

A Yes, we first stopped at Salem.

Q And what time of the day was that?

A Early in the morning.

Q What time?

A I would say we left Portland -- I don't know exactly what time, ----

Q Approximately.

A -- but I would say approximately nine o'clock.

Q And then you arrived in Salem perhaps about ten-thirty?

A No, I meant that we were in Salem by nine o'clock.

Q I see. I beg your pardon.

A (Continuing) We had a long drive ahead of us, and we left early, according to my recollection.

A21

Q And what time did you leave Salem?

A What time did we leave Salem?

Q Yes.

A I don't know exactly, but it was in time so that our expense account records show that we had lunch at Junction City that day. Probably around eleven.

Q And did you have lunch at Junction City, did you say?

A According to an expense account record in our files, we had lunch at Junction City on that day, which would indicate that we got a very early start from Portland, because, while the job we examined at Salem was pretty concentrated -- it was simply the approaches to a bridge, and it didn't take very long to look at it, and we also knew that we could come back and examine that one later -- I think we were probably at Salem a couple of hours, and made Junction City for lunch. What time I do not know.

Q What time did you arrive on the Low Pass job on July 1st?

A It would be in the early afternoon after lunch at Junction City.

Q Would you say two o'clock?

A I don't know exactly. We had no point in keeping such a record as that.

Q Well, Mr. McDougall, you left Portland -- you arrived in Salem about nine o'clock?

A No, I didn't say that. I said we might have.

A22 Q You don't know?

A We are in the habit of traveling, of doing our traveling, on inspection trips by starting early in the morning and driving until late at night, and we might have left Portland as early as six-thirty in the morning. I don't know.

Q I see. But, at any rate, can you tell the jury about what time you arrived at the site of this particular Low Pass job? 6

A Oh, I would say it would be probably somewhere around one-thirty in the afternoon, as a reasonable recollection tied in with what I know about where we had lunch and what we did in the morning.

Q And what did you do at that time with regard to this bid, preparation for a bid for the Low Pass job?

A On the afternoon of July 1st?

Q That's right.

A We had no trouble in locating the job, because, as I recall, there was a "Beginning of project" or "End of project" sign placed there by the locating engineer, or the Resident Engineer, on the east end of the project. We drove along the old road, stopping at various places, particularly at the top of the Big Cut, locating the line as best we could from whatever stake lines were then in existence. I do not ----

A23

Q Which line are you speaking of?

A The line of the new road, the line of the new contract. I do not recall what stake lines were in existence. We expected to meet engineers from the Resident Engineer's office at work setting stakes, but we did not. I believe the "P" line, or preliminary line, was at least in part in place, and, if I am not mistaken, I believe part of the "L" line, or the final location line, was partly in place, and I believe part of the right of way was flagged. By that I mean a lath is set up at the clearing width with a little red flag on top, just a little piece of red cloth, and where we did not have cut stakes we could refer to the right of way stakes, "P" line stakes, and such "L" line stakes as might have been in place, and by reference to the profile determine what was to be done at any particular station, any given station, like how deep is the cut, or how wide is it at that point. We had the problem of ----

Q Did you walk over to the project at this time?

A No, we did not.

Q You did not?

A We walked over part of it.

Q What part?

A On the west slope, I believe, the first day.

Q The west slope of the Big Cut?

A24

A No, the west -- the series of cuts on the west side of the Big Cut were pretty easily tied in with exposures of cut faces on the old road. However, ----

Q Then you didn't -- excuse me. Go ahead.

A However, there was a farmers' road that -- I believe we went down the first day. Now, if we didn't do it on July 1st, we did it on July 3d. But my recollection is that we did it on the first day, now, to try to find more indications of exposed faces than we could see from the old road, and I said -- I believe it was yesterday, or day before yesterday, -- that that was near Station 60, and on checking the transcript and the profile, I should have stated it was nearer Station 50.

Q Now, how long were you there that day? When did you leave the project?

A I do not know exactly when we left the project. We drove ----

Q Can you give the jury an approximate time of how long you were on the job that day?

A Yes. I think that we were around there probably between three and four hours, but we made a trip out to at least one possible rock quarry.

Q That three or four hours included a trip out to a rock quarry?

A That's right. That was just a few minutes' drive off the

A25 west end of the project out to the Horton Quarry.

Q And then you drove on south, did you?

A That is correct.

Q Yes. And when did you next -- I understood -- did you testify that you had driven down into California?

A Yes. No, I did not testify. I said we drove south.

Q I see.

A (Continuing) But I will so state. We did drive into Northern California.

Q And then when did you next return to the job?

A On the morning of July 3d.

Q But prior to that time I believe you testified that you had received a log of the test hole?

A We received the log of the test hole on the morning of July 3d.

Q On the morning of July 3d?

A Yes. We first heard of the log of the test hole on the afternoon of July 2d.

Q And you testified that that was at Eugene, Oregon, that you secured a copy of the log of the test hole?

A That is correct.

Q And what time, then, did you arrive -- or when did you next arrive on the project? When was that on July 3d?

A On the morning of July 3d.

Q And what time in the morning was that?

A26

A I couldn't tell you exactly, but ----

Q Oh, approximately.

A I would say in the middle of the morning.

Q In the middle of the forenoon?

A That is correct.

Q And will you state to the jury, what did your examination consist of at that time?

A We concentrated on examining the portions of the project that we had not seen from the old road on the first visit, on July 1st, by studying the Big Cut in relation to the new information that we now had at our disposal, which was the log of the test pit given us by the Resident Engineer at Eugene that morning. We located the approximate top cut slopes at the summit of the cut, and were amazed at the width, and compared it in our own minds with another cut that I have described, the Top-Hill cut, and talked about how the two jobs compared. We studied the problem of removing material from the top of the Big Cut into the canyon. We constantly were on the lookout for outcroppings of sandstone, because, as I said, the driller did not leave anything but a small showing of cuttings around the top of the drill hole other than just a little pile of dirt, so that there was nothing to be seen there in the way of a core or any other evidence or an indication of what actually

A27 came from the hole other than what we could read on the log. The best indication of the material in the Big Cut that we ever did see was on the exposed cut along the old road. We walked across the proposed new cut, up a logging road a short distance, but the faces on that logging road were not as high as the faces on the old highway, so they did not give us as much information as they did.

End
C-3

P-4
k-17

Q What material did you find in your judgment was on the bank of the logging road, that cut bank? That was the one you were speaking of?

A Yes. That showed mostly clay and some shale and a very soft grade of sandstone; no hard, solid rock, as far as we could see.

Q It was decomposed sandstone and shale interbedded, was it not?

A Well, I wouldn't even credit the sandstone with the word "decomposed". It was a soft, yellow grade that you could probably kick with your foot and make an impression. The shale was similar to the shale that we saw on the old highway, and the clay and overburden was, generally speaking, the same as that.

Q Now you have so far indicated, as I understand, that you examined at this time the cut on the side hill, the cut on the old highway adjacent to the Big Cut, and you walked up the logging road or ridge of the hogback?

A Yes.

Q Running from the old highway southerly, and that you looked at the drill hole. Did you examine any other part of the hogback at that time?

A Yes, we studied both.

Q Did you do it, sir?

A Pardon?

k-18

Q Did you do it?

A Yes.

Q All right, explain what you did.

A I studied both slopes of the summit cut with two particular objects in mind. One was to see how we were going to move material from the top of the cut down into those steep canyons on a very steep grade. And also looking for any possible outcropping of rock of a solid nature. There wasn't a single showing of any rock the size of a football on either of those slopes, that I observed.

Q And you say you studied both the east and west slope of the hogback?

A If you are referring to the Big Cut as the hogback.

Q Yes, I am.

A That is correct.

Q And how did you make that study--did you walk over the east slope and the west slope of the hogback?

A You mean the full length of the slope, up and down?

Q You studied every foot of it?

A No, we--

Q (Interposing) What did you do--that is what I am speaking of.

A All right. I walked part way down the west slope, and figured out approximately where the bottom of the cut was on that side. I could see into the canyon where the fill on the west side was to be constructed, and fixed a

k-19

picture in my mind what the excavation problem appeared to be.

Q How far down the west slope did you walk, Mr. McDougall, during that examination?

A I don't recall.

Q Well, just some idea.

A I don't recall.

Q Was it a hundred feet, fifty feet, two hundred feet?

A I would say one hundred feet or so.

Q What route did you follow? Did you follow the center line stakes?

A No, I dropped down below the logging road and crossed the cut below the logging road. You see, you have to remember that at that time this right of way was not cleared.

Q That is correct.

A There was a small growth of brush and trees on the west slope, and a heavier growth on the east slope, and I followed a circuitous route designed to give me visibility of the cut to grade. The very bottom of the cut I wasn't concerned with, so I went down below the logging road on the west slope far enough so I could see, get shots through the brush and so on, and figured out from my profile about where the grade was, and noted where the deep fill was to be. I did the same on the east slope, only on the

K-20

east slope I remember going down considerably further and standing on a stump and watching Mr. McGary and Mr. Brown going down on that center line.

Q On the east slope did you follow the center line down?

A No, I was faced with the same problem there that I was on the west slope. I had to maneuver in such a way that I would get the best visibility, and I remember going out there and standing on a stump below the drill hole and considerably south of the drill hole.

Q You mentioned a few minutes ago, as I remember, Mr. McDougall, that in examining the west slope you walked along the side of it as you indicated so you could get what you called a straight shot into the woods and could see the side of the hogback. What did you mean by straight shot--so you could get a good view of it?

A Well, you see, when the engineers locate the "P" line--"P" stands for preliminary--they might run several of those lines there in the brush and wooded country, and in order to run those lines they take a transit sight and run their center line; the "P" line was not necessarily on the center line or "L" or location line. Wherever there is an old line slashed out, it gives you a chance to observe through the brush the tangent of that curve, where the slashing is straight. We--

Q (Interposing) Just tell what you did.

k-21

A I looked down through the brush wherever it gave me the opportunity to see the grade of the bottom of the cut and adjoining fill on the west side.

Q Now if you observed through the brush, then I take it that particular brush that you could look through was too dense to walk through it, is that right?

A No.

Q Then your observation of the ground itself was limited to peering through the brush and this slashing, is that correct?

A No, sir. We also looked at the slope from another point. We looked back at the slope from a point on the old road on the next curve west of the Big Cut, and studied that slope from that observation point because it was a very advantageous one.

Q But from that point through the brush, could you observe whether or not there were outcroppings of rock?

A There were none.

Q Well, could you observe whether there were or not, because of the brush being there?

A If there had been any outcroppings of any consequence, we would have been forewarned about it from our conversations with Mr. Edwards and Mr. Putnam, because we asked them if they knew of any. I don't remember the exact conversations but that was--

k-22

Q (Interposing) The question is--what did you do on the job?

A We tried to see whether or not there were any outcroppings of rock.

Q You didn't actually walk down the ground itself, you merely viewed it from the brush?

A No, because we could see more from on top and from observation through the brush.

Q You could see down through the undergrowth whether or not there were any outcroppings of rock?

A What was the question?

Q You could see down through the brush and see what was the condition of the ground, is that right?

A An outcropping of rock of any consequence.

Q And the outcroppings of rock, would that indicate anything to you of the material underneath?

A If it was shown in the log of the test hole or shown in the other exposed faces along the old road. We have another source of exposed faces that I might mention at this point, Mr. Peterson, that is commonly used by contractors in looking at projects of this nature.

Q Excuse me--I don't mean to limit your testimony or to keep anything from the jury but if you will just answer the question, and then if an explanation is needed, you can give that. Is this an explanation of why you did or did not walk over the ground on this Low Pass job?

k-23

A No.

Q Well, then let's go on to the next question, and that is this--did you examine the creek bottoms, creek beds on the west and east slopes--I mean the bottom of the canyon?

A Did I?

Q Did you?

A I did.

Q Did you walk down?

A No, I did not.

Q How did you do it, sir?

A From the top of the Big Cut, and I went part way down the east slope of the Big Cut and stood on a stump where I had a certain amount of visibility, and I watched my companions, Mr. Brown and Mr. McGary, who went down approximately on the center line until they were out of sight, well down in the canyon.

Q Now, Mr. McDougall, at this visit to the Low Pass job how long were you there that day?

A I do not know exactly.

Q Approximately, sir?

A I would say a half a day.

Q Half a day? Half a work day, or four hours?

A I mean a half of a work day.

Q About four hours. Now during that four hours then, in addition to the things you have already related, what

k-24

else did you do to prepare yourself to formulate a bid on this job?

A We observed the clearing.

Q What did you do, sir?

A All right. I observed the clearing. There was very little change in the clearing from the foot of the hill on the west side of the Big Cut up to the summit of the Big Cut.

Q I don't understand what you mean by clearing.

A Clearing and grubbing was one item. I studied that constantly. It could easily be seen for the most part from the old road. We had to submit a lump sum bid for that item. I studied it very carefully with the idea in mind of making a--forming an opinion what it would cost us to clear and grub it, and also to determine how much merchantable timber was included within the right of way limits. So I was interested in observing the clearing stakes that had been set, wherever I could find them and wherever I could see them, and decided that there was an extensive amount of merchantable timber within the right of way limits. I studied the amount of water in various creeks. There was a channel change problem on the east end that might have been serious under certain circumstances. I remember thinking--I mean on the west end--and I put quite a little time in on that.

k-25

Q On this day?

A Either the 1st or the 3d. I don't recall exactly when I made every move.

Q You put in quite a little time on that particular phase of it?

A That is correct. And on the east slope we observed the amount of running water there coming down out of the canyon. Now the amount of water is important to us because we have to control that water when we place the culverts. I started to say a little while ago that we had another source of information as to the nature of material, which we constantly looked for, and that is in trees that have been blown over. If it is a sizeable tree, it will have a root system that will--if it is laying, if it is growing in dirt--the root system of a fir tree will go deep into the ground. If it is laying on rock that is close to the ground, the root system will be flat, relatively speaking. Now when they are blown over, if we see a flat root system and pieces or particles of rock embedded in the roots, we immediately become alarmed that perhaps solid rock would show. We looked at every big tree that had been blown over, from the top of the Big Cut clear out to the old highway. Mr. McGary and Mr. Brown walked down there and that was one of the things they were looking at.

k-26

Q Was there anything else you did on that particular day as to your investigation of the type of material and the ground?

A Yes. We studied the way those alternate layers of shale and sandstone laid.

Q Where, sir?

A On the old road at the summit of the Big Cut.

Q I see.

A Now we were in this--

Q Just what did you do? That was the question.

A We observed they were approaching the vertical rather than the horizontal. We observed the thickness of the layers; we discussed them at great length as to whether or not we could root them, because we were in this position--[if a contractor is so conservative that he figures on having to drill and blast every piece of material that looks a little bit harder than common dirt, he is wasting his time and money in figuring and submitting his bid, because the competition won't let you get the contract. It is too competitive a business.] Therefore we had to decide how much of that material we could rip or root without blasting, because the difference in the costs between drilling and blasting, and between ripping and rooting might have been as much as forty or forty-five cents a yard--say a nickel for

k-27

the ripping and rooting--just pulling figures out of the air, which are not necessarily tied in with our later costs. In other words, the drilling and blasting might cost ten times as much as ripping. Therefore, to make a good estimate without just wasting our time, we had to decide for ourselves correctly whether we could dig the material that we expected to encounter in the Big Cut, from the only sources of material available to us. The only sources of material we could see were exposed on the old road. We knew we could dig those; we felt we could dig those alternate layers of shale and sandstone without even rooting, however, we decided that in figuring the bid we would, in view of the information shown on the log of the test pit figure on rooting. We referred to the plans to see what the engineers thought about it, and remarked about the fact that only one slope for the entire job was shown in the design of the plans, the design of the project on the plans--the only slope shown is one to one. Normally there would be a showing of other cut slopes.

Q Just keep your remarks, if you will, please.

A I thought you asked me to elaborate.

Q Just confine it to what you did, not to your opinion. Now you mentioned that the only type of bid was an intelligent and conservative bid, and you said further,

k-23

if I recall correctly, that the conservative bid was one that--strike that, please. I will ask you this. Is a conservative bid one that would be, in a situation like the Low Pass, where the contractor would rather take a chance on shooting it than to take a chance on ripping it; is that what you mean?

A That would be my personal definition, as opposed to a very competitive bid.

Q And your thought then is in order to get the job you would make an intelligent and competitive bid, is that correct?

A Yes, reasonably prudent, however, because we are not in the business of gambling on these contracts, we are in the business to make a living.

Q Now, Mr. McDougall, prior to the time of submitting your bid in July--I think it was July 10th--

A That is correct.

Q Did you visit the site of the job again?

A No, we paid just the two visits to the site.

Q Just the two?

A That is correct.

Q Now you mentioned that you studied the face cuts on the old existing highway. What was the deepest cut you found on the old existing highway there?

A The cut above station approximately 50, I believe, was

k-29

the deepest cut on the west slope and it might have been as much as forty feet in depth. There are cuts along the old road on the east slope particularly in the neighborhood of--I believe I am correct in stating--station 100, that showed a high face of probably fifty feet.

Q Now all those cuts were sidehill cuts, were they not?

A I believe they were.

Q That is to say, they were cut out of the sidehill?

A They were not.

Q They were not?

A No, sir. The first cut on the old road to the west of the summit cut or the Big Cut on the new road, is a thorough cut. It shows indurated shale.

Q By "thorough" cut, you mean it had banks on both sides?

A That is correct.

Q I believe you said yesterday that from the summit cut west to the end where the old road joined the new project, that those cuts along there showed alternate layers of sandstone and shale.

A You mean on the old road?

Q Yes.

A Yes, they do. Not 100 per cent, but for a large percentage of the showing, that is shown. The first cut to the west of the Big Cut shows mostly indurated shale.

k-29

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A You mean on the old road?

Q Yes.

A Yes, they do. Not 100 per cent, but for a large percentage of the showing, that is shown. The first cut to the west of the Big Cut shows mostly indurated shale.

k-30 Q And the layers of sandstone and shale is what was in the Big Cut too, is it not?

A The layers of sandstone and shale in the Big Cut are entirely different from those showing in the old road, for the reason that the shale layers become so thin in section that they can no longer be called layers. They are properly referred to as lenses, when they are only a few inches thick, as opposed to several feet in layers, and as opposed to several feet of sandstone in the shale lenses.

end
p-4

C-5
A28

Q (By Mr. Peterson) It is sandstone and shale, isn't it?

A It is sandstone and shale, but not in the same proportions, quite.

Q And you mentioned, I believe, yesterday that the best indication you had of what was in the hogback -- that is to say, the Big Cut -- was on the summit of the old cut adjacent to the Big Cut. Did I understand that right yesterday?

A I don't think I limited it to that. I said that and the drill hole log.

Q I see. And I believe you testified that the summit cut of the old road was composed of sandstone and shale interbedded in layers. Is that right?

A That is correct.

Q And a similar material -- or else put it this way -- [redacted] it was sandstone and shale, of course, that you found when you excavated the Big Cut, too?

A No, sir. There is such a terrific difference in sandstone, ----

Q Mr. McDougall, I don't want to interrupt you, but if the question calls for a "Yes" or "No" answer, just answer the question first, and then you are entitled to explain.

A No, sir. I said "No." The first word I used was "No."

Q I see. And you said a few minutes ago, however, that in the Big Cut it was sandstone and shale?

A29

A That is correct, but not in the same proportions and not in the same texture or composition.

Q Now, on the summit cut of the old road, the interbedded layers of sandstone and shale were tilted at an angle?

A That is correct.

Q And likewise the interbedded layers of sandstone and shale in the Big Cut were also tilted, were they not?

A Yes, but I wouldn't call them interbedded layers. I would call it solid sandstone interbedded with thin lenses of shale.

Q Now, isn't it true that the open cuts that contained the layers of sandstone and shale on the old road had been subject to weathering for some time?

A That is correct, and I remarked on that in my previous testimony, -- that we look for evidences of the penetration of weathering disintegration whenever there is a rock semi-exposed to see how deep it goes and to be certain that we are not confusing our observations by calling something diggable due to a little weathering, when actually, if the weathered portion was removed, it would be necessary to drill it and blast it to remove it.

Q Well, in your experience -- I will put it this way: Had your experience taught you whether or not any surface, such as was exposed along the open-faced cuts of the old road, has been subject to what may be called geologic

A30

weathering for centuries?

A No, the exposed surfaces of the cuts along the old road have only been there a few years, since the old road was built.

Q I used the term "geologic weathering."

A "For centuries," you said. They haven't been exposed that long.

Q Whether it was exposed or not, wouldn't your experience teach you that down to the depth of those cuts in that area that could possibly be subject to geologic weathering over the centuries?

A When you come into rock you might find, as I said yesterday, a few feet of material changing practically from dirt to rock. It is a kind of a -- like the crust on a pie. It is subject to disintegration due to the action of weather, of course, more than the rock is that it protects, that is below it, and we know that in encountering rock there is always a little showing of -- I shouldn't say "always" -- there is frequently a little showing of softer rock on the surface than there might be directly below it. That is one reason why we are very careful not to delude ourselves by believing that everything that appears diggable is actually diggable, so we knock chunks of it off and get into it far enough to find out what its actual composition is rather than

A31 just on a surface showing.

Q Yes. As a matter of fact, I believe you testified yesterday that on one of those cut banks of the old highway -- I think it was east of the Big Cut -- you had bulldozed out, or dug out, considerable portions of the old highway in order to make a roadway where a slide had occurred. Did you testify to that yesterday?

A I testified that we widened the old road. We did not dig out the old road.

Q You testified you dug out the cut bank?

A That is correct, for an additional width of at least the equivalent of the old cut.

MR. BIGGS: I believe the testimony was west of the Big Cut.

A It was west, that I was referring to at that time. However, we did the same thing east of the Big Cut.

Q (By Mr. Peterson) Now, would you say that that experience in that work would, in your judgment and opinion, lead you to the opinion that you could have done the same thing in the Big Cut?

A Yes, it confirmed our judgment of the way we had estimated the Big Cut, because we found out in the removal of the excavation to which you are referring, made necessary by a slide under the old road, that we could dig the alternate layers of shale and sandstone, as shown on the old road, with bulldozers without rooters. We could

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A32

dig it with a 2-1/2-yard shovel very easily, and we were never worried about being able to dig it without blasting.

Q How far down would you expect weathered sandstone to go, speaking of weathering, geologic weathering?

A Weathered sandstone?

Q How far down would you expect it to go?

A Not more than a few feet.

Q Yes, sir. Now, you mentioned in connection with moving the dirt out of the bank of the cut of the old road, and I believe you said that that confirmed your opinion that you could dig the material out of the Big Cut. Isn't it true that in digging the material out of the bank you had a straight shot, so we call it, at the bank from the highway, or from above it, as compared to the Big Cut, which is the hogback that, as I understand the testimony, lies between two ranges running north and south? In other words, did youfeel that because you could cut out of the side hill of the bank material that was weathered you would be able to find the same material down in the Big Cut?

A We -- I have tried to explain that we did not delude ourselves ----

Q Just answer "Yes" or "No," and then you may explain.

MR. BIGGS: I think, if the Court please, that it is proper

A33 for him to answer that question by explanation if it can't be answered categorically.

THE COURT: You may answer it the way you started.

A I have tried to explain that we took standard precautions to avoid deluding ourselves as to the hardness of the sandstone exposed by breaking chunks of it loose through the extent of the weathering. Now, there is a difference between weathered sandstone and disintegrated sandstone. You are trying to infer that we assumed that we could dig weathered sandstone and then ran into another type of sandstone that we should have been led to expect. The truth of the matter is that we proved by excavations along the old road at the State's order that we could dig the alternate layers of shale and sandstone. The test pit log does not mention the word "sandstone" in the seriatim report. There is no indication on the test pit log ----

MR. PETERSON: Just a minute.

MR. BIGGS: Mr. McDougall, ----

MR. PETERSON: We will come to that, Mr. McDougall. You will get a chance to talk about the test pit log, and I don't wish to try to choke you off each time, but I think, your Honor, that the witness should confine his answer to the question, because I am hopeful of covering the field. I am not trying to keep anything from the jury

A34 at all, but we have to have some orderly system here.

THE COURT: Yes. The answer wasn't very responsive to the question.

Do you wish to rephrase the question, or ask it again?

MR. PETERSON: Will you read the last question, Miss Reporter?

(Last question read.)

MR. BIGGS: I think, if the Court please, in view of that question, which embraces three or four or five, it would be very difficult to give a responsive answer.

MR. PETERSON: I will rephrase it, counsel. It is pretty unintelligible.

THE COURT: I will sustain the objection.

You will notice that the time has arrived for our noon recess.

Mr. McDougall, you may stand down from the witness chair.

Ladies and gentlemen of the jury, we will recess at this time for the noon recess until one-thirty this afternoon.

(Thereupon, at 12:00 o'clock M., a recess was taken until 1:30 o'clock P. M. of this day, Wednesday, January 11, 1956.)

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AFTERNOON SESSION

1:37 o'clock P. M.

THE COURT: Mr. Peterson, you may proceed.

MR. PETERSON: Thank you, sir.

Q (By Mr. Peterson) Mr. McDougall, is the material that you observed in the summit cut of the old road the same material you expected to find in the Big Cut?

A Substantially, but not for the full depth of the cut. We told you that ----

Q To what depth did you expect to find that material?

A To a depth of about a hundred feet. We expected to find material substantially as shown on the cuts of the old road down to the point where the log of the test pit used the expression "Hard shale."

Q I will hand you your own exhibit, Plaintiff's Exhibit 6, which I think you testified is the summit of the old cut, and ask you if that is the summit of the old cut.

A I believe it is.

Q And is that the type of material that you expected to find down in the new cut?

A Substantially. However, the seriatim log as given to us by the State Highway Department's engineer does not refer to the word "sandstone" any place for the full depth of 100 feet. Now, after they get through the overburden at a depth of 18 feet they first use the

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word "shale." Between 39 and 52 feet they use the words "hard indurated shale," and going on down to 96 feet they use the expression "sandy shale."

Now, those elevations are almost exactly the same elevations as the exposed face of the cut on the old road above the first cut immediately to the west of the Big Cut, and that cut shows shale, and indurated shale, small, fractured pieces that crumble in your hands. So in trying to relate the log of the test pit to what we observed on the cut faces on the old road at the summit of the cut, without the word "sandstone" on here, we actually expected more shale than we saw on the summit of the cut on the old road, ----

Q You have read ----

A -- and less sandstone.

Q You have read some of the log test report there. Read the last paragraph to the jury. Will you, sir?

A "Formation is alternate sandstones and shales. Drilling moderately hard because of abrasive character of material and high compaction factor. Hard drilling through indurated shale zone. Boulder or concretion encounter at 137' and 149'."

MR. PETERSON: Thank you, sir. You may resume the stand.

THE WITNESS: What's that?

MR. PETERSON: You may resume the stand.

A37 May I show this to the jury, please, a moment, your Honor?

THE COURT: Yes.

Q (By Mr. Peterson) Mr. McDougall, I will hand you your own Exhibit 6, which the jury has just examined, and I will hand you your own Exhibit No. 35, which has been admitted into evidence, and it portrays that those layers of sandstone and shale in the picture on Exhibit 6 are badly decomposed and that they are tilted at an angle. Is that true?

A That is correct.

Q Yes. And I will hand you your Exhibit 32, which purports and has been testified to show certain measurements of the interbedded strata in the Big Cut, and I will ask you if that exhibit shows whether or not those strata are also tilted.

A Yes, they are tilted.

Q Yes.

A (Continuing) They are tilted to a different extent on the north side of the cut than they are from the south side of the cut by 35 degrees, approximately.

Q And would you say that actually, however, that tilt, as shown on your drawing, there, is simply the apparent dip and not the true dip? Do you know whether that is true or not?

A38 A It is the dip as it appears on the slope of the cut on the north side and on the south side.

Q To the eye. Is that right?

A To the eye, yes.

Q Yes. But do you know whether that is merely the apparent dip or whether that is the true dip, -- the stripe?

9 A May I ask what you mean by "the true dip"?

Q That is a geological term. Have you inquired of a geologist in this matter at all?

A Have we what?

Q Have you inquired of a geologist to assist you in this matter at all?

A We have not employed a geologist to assist us at all, no.

Q Now, I will ask you concerning the tilt of the layers, which is shown on Exhibit 6 in the picture, which is at the top of the old road, the summit cut, -- whether you expected to find a tilt of the strata in the Big Cut, -- that is to say, looking at the summit cut, the old road, ----

A Yes.

Q -- and observing that the strata have sandstone and shale there, whether you expected to find the material in the Big Cut likewise tilted or tilted in some manner?

A Yes.

Q You did that?

A Yes.

A39 Q And, being tilted in the Big Cut, you deduced that you would be able, nonetheless, to rip it out without the use of power. Is that right?

A To the depth I have previously indicated.

Q Now, on your own Exhibit No. 3-A, -- Mr. Brown was your engineer, I believe?

A Yes.

Q -- Mr. Brown testified, I believe, that the line of demarcation shown on Exhibit 3-A, to which I am now pointing, between the coloring in orange and the coloring in black, was drawn by him, and he testified that the coloring in the orange, I believe, represented what was expected to be diggable material, and that in black what was expected to be shot.

A That's correct.

Q Now, he mentioned further that this line between the orange and the black was drawn by himself but at someone else's direction. Was that at your direction, sir?

A At my direction and Mr. McGary's direction on consultation, on which Mr. Brown sat in.

Q Yes. All right. Then perhaps you will tell the jury what data you used to set out that line.

A All right. We could see into that cut only through the log of the test pit and through the information shown on the plans by the engineers that worked on the project

A40 and prepared the design. They indicated in the compaction ratios, as I stated yesterday, that all the yardage in the cut could be compacted. There was not a single excavation bracket that was expected to swell as shown on the plans. They were all going to be compacted to 5.6 per cent less volume in the embankment than in the excavation. The slopes called for 1 to 1 slopes only, which is, as we know, not a rock slope. We know that the engineers that work on a survey and scramble all over those hillsides for weeks and possibly even months in running the location lines will discover any outcroppings of rock on the right of way. We inquired of both the Resident Engineer, Mr. Edwards, when we visited with him at Gold Hill on July 2d and with Mr. Putnam and his office engineer and others of his staff in his office at Eugene if they knew of any such outcroppings other than what was shown on the old road, and they told us of none. Our own investigation didn't disclose any. As I said, we didn't find a single rock the size of a football anywhere on that old cut other than what shows in the disintegrated sandstone seams above the cut on the face of the old road. There were no drill hole cuttings left at the top of the drill hole to indicate what was in it to amount to anything, -- just a few handfuls of cuttings, -- no core, no stockpile

A41 of material that was removed from the hole.

So, putting all that together, we talked and talked for hours, starting the afternoon of July 1st, when we were driving south in the car. We talked about this particular job, because of its similarity to one we had done a year or two before in the summit of the Coast Range, and the size of the job was about the same the yardage was almost, within 50,000 yards, the same, and [we had the equipment coming available to do this kind of a job,] and we tried our best to evaluate all those sources of information while we traveled so that when we got into the office during that short period of time from July 5th on -- July 4th was a holiday -- from July 5th to July 9th -- actually we had four days, and I believe a week end came in there, and we worked part of that week end getting out this bid.

We had carried on a long exchange of ideas and thinking about how to evaluate the contents of that cut, and we decided the prudent thing to do was to call everything below the bottom of the clay at a depth of a hundred feet material that would have to be drilled and blasted.

Now, the test pit was put down almost at the summit of the cut, so the deepest extent of the overburden that we used in our computation was right at the location of the test pit, as shown in that exhibit. We in general

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computed the yardage that we would have to shoot below that elevation by following the contours of the cut, itself, -- in other words, we assumed that the rock would not lie level, and asked Mr. Brown to prepare cross sections, which he did on standard cross section paper, and produce a yardage figure as to how much yardage of solid rock we might encounter by putting the most conservative interpretation on the log of the test pit that we could, which was to assume that where the words "hard shale" first occurred, from there on down, we would have to shoot. The word "hard" is used once more in connection with the expression "indurated shale."

As I have said, we saw the indurated shale in the first cut on the old road to the west of the Big Cut, and it was what we call easy digging. It would be just like loading popcorn or peanuts, as far as its diggability goes. And it was at approximately the same elevation in the range of hills as the shale sections shown on this test log.

Q Mr. McDougall, when did you instruct Mr. Brown to make this chart circle?

A Well, as I recall, I think we took a holiday on the Fourth of July. We got in late the night of July 3d, so it would have been probably July 5th or 6th.

Q You mean, sir, so that this chart ----

A43

A No, not that chart.

Q That is the question. When did he make this chart?

A The cross-sectioning from which this was developed was made at that time, a working chart on cross section paper.

Q And then those cross sections were made on the basis of the data that you gathered from these various sources you just mentioned. Is that right?

A That is correct.

Q Yes. And do you have that chart, or those cross sections, with you in court today?

A I think they are here, yes.

MR. PETERSON: May we have a look at them, please, sir?

(The witness here produced some documents.)

Q (By Mr. Peterson) The date, I notice, is written on here as 7-10-52. Is that what would be the date that you say this was made?

A That was the date the bid was submitted. We commonly mark all working papers that go into a bid the date of the bid so that there never can be any confusion thereafter as to what file they should be filed in. See, the work might have been done a few days prior to ----

MR. BIGGS: No objection to putting it in evidence, Mr. Peterson.

MR. PETERSON: I haven't had them marked. You can offer them later without any objection on my part, but I don't care about them.

End C-5

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Q You mentioned, Mr. McDougall, that from July 5 to July 9, I believe you said, that you worked on this particular bid. Of the fourteen bids or the fourteen jobs that you obtained plans for, did you work on any of those jobs during the period of July 5 to July 9?

A Yes. We worked on the Center Street Bridge job, which bid on July 11.

Q Now I believe you mentioned this morning that it was customary on jobs--or not customary but you mentioned this morning that you worked two or three shifts on this job. My question is--isn't it customary for contractors to work two or three shifts on jobs of this nature?

A The answer has to be qualified. It depends on the time limit. If the material had been such that we could have performed the job--

Q (Interposing) I will just ask you to answer yes or no, and then you can explain it if you wish.

MR. BIGGS: I think that is a question that would be unfair to ask the witness to give a categorical answer to, your Honor.

THE COURT: He should answer the question yes or no, then he may fully explain his answer.

A Yes, if the time limit is short enough to require two-shift operations, it is done. However, on account of the overtime premiums involved in second shift operation, it is the practice to do as much as possible on a single shift basis in the performance of these contracts.

Q Now in this particular case, Mr. McDougall, I think you testified that the drill log was received July 3d, did you not?

A Yes.

Q And that was perhaps seven or eight days after you received the bid proposals?

A I don't recall; I have no way of knowing exactly when the plans and specifications were received.

Q Well, let's assume that you got them on the 7th then.

A On the what?

Q On the 7th.

MR. BIGGS: On the 27th.

Q Yes, on the 27th of June. Then it would be six or seven days, wouldn't it, before you received the test hole log?

A We were not even told about the test log until the 2nd--so you are correct. We didn't receive it until the 3d.

MR. PETERSON: May I have Exhibit 1-A, please, and Exhibit 2.

Q (By Mr. Peterson) I will hand you Exhibit 2, Mr. McDougall, and I will ask you if anywhere in the plans there is an indication showing the test log boring.

A I couldn't understand you.

Q I am sorry. The test log boring.

A Yes, there is.

Q And you received those plans at least on the 26th or 27th of June, did you?

A I haven't admitted that. I said we hadn't received them prior to that time. It might have been the 1st of July when we received them. If I might make this clear--we have had the experience many times of sending men to Salem to pick up sets of plans and then finding they were not available as advertised, and then three or four days later we would get them. So in fairness to ourselves, I must state we have no record of the actual date we received them, and it might have been the 1st of July before we received them.

Q Before you received any of the plans?

A No, I didn't say that. If we sent to Salem on the 26th, we might have some of them and might have had the Low Pass plans on the 26th of June, however, we did not stamp each set when they entered our office. If they were not available until that time, we did not have them until the 1st of July. The fact is, we went up the Columbia River Gorge and looked at one of the grading jobs between the 26th of June and the 1st of July. Possibly we had plans for it and not the Low Pass. I do not know and our records do not indicate.

Q You don't know for a certainty then whether you got the plans on July 1st when you passed through Salem or whether you got them on the 26th?

A I do not. Sometime between those two dates we got them. Just to help solve the problem, we might take a look at our proposal and see if there is a received date stamp on there.

Q That is a good point. Let's do that.

MR. LINDAS: I have it here.

A Now I have several working profiles we have used and I have not seen a received stamp on them, so I have nothing to indicate exactly when they were received in our office.

Q From your experience could you tell the jury where such a stamp would appear, Mr. McDougall?

A Yes, it would be on the cover.

Q On the cover. I think I can save time by saying I do not see one there, Mr. McDougall. At any rate, you knew that it was advertised on the 26th?

A Yes, sir.

Q Did you make any inquiry between the 26th of June and the 3d of July as to whether or not a test hole boring had been made?

A We never made an inquiry. Mr. Edwards offered the information to us on the afternoon of July 2nd when we met him at Gold Hill.

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Q Do you mean that you never made inquiry in this case or in any case?

A I mean Mr. Edwards offered the information to us voluntarily that if we would stop at his Resident Engineer's office at Eugene, we would be given a copy of his test log.

Q I think we are clear on that, Mr. McDougall. My question was--at any time between June 26th and July 3d did you make an inquiry of anyone in the State Highway Department as to whether a test hole boring was made.

A We didn't have to. It shows on the plans a test hole boring had been made.

Q Then did you see it on the plans at any time between June 26th and July 3d?

A Yes.

Q When did you see it on the plan?

A Presumably the first time we looked at the plans, whenever that was.

Q And you made no inquiry of anyone in the Department for that until July 3d?

A We expected on our trip over the project, the first day we went there, July 1st, to find the usual field crews setting "L" line or location line stakes, working stakes or cut and fill stakes. We went to the project first rather than to Eugene to save time, because Eugene k-36 was south of the Mapleton turnoff that led to the Low Pass job. The schedule of our trip was such that we were openminded about which jobs we were going to bid. I think we had four or five sets of plans with us altogether when we started out, and we did not at that time, July 1st, know exactly which ones would attract us until we saw them. After we had first seen the Low Pass job on July 1st--

(Counsel conferring.)

A Are you listening, Mr. Peterson?

Q Go ahead.

A After we had seen the Low Pass job on July 1st, we became interested, then we made an effort to allow time on our return north to put in what amounted to the better part of a day in connection with studying the project, first in Mr. Putnam's office and then up in the field, in a field examination for the second time.

Q You received the proposal form at the same time you received the plans, did you not?

A That is correct.

Q And the first that you knew that the test hole had been drilled was when Mr. Edwards told you?

A No, sir, I said that I knew--the first that I knew there had been a test hole drilled was when I looked at the plans. It says here--test hole No. 1, 22 feet left of

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station 50 plus 53; elevation top of hole 1165, 160 feet deep. We knew there was a test hole from that.

Q You don't know when you first knew about it?

A The first time I saw the plans.

Q But you don't know when that was?

A No, sir, I don't know exactly when that was.

Q I think you testified, if I am not mistaken, that Mr. Edwards gave you the plans or gave you information about the test hole and that was the first you knew about it.

A No, sir, Mr. Edwards told us if we would stop at his engineer's office, we would be given a log of the test hole. We knew a hole was drilled but we had no log of the hole furnished to us prior to the time we got it from Mr. Putnam on the morning of July 3d.

Q I take it, Mr. McDougall, that you are familiar, at least you have read, the contract involved in these proceedings? It is part of your complaint.

A Yes, that is correct.

Q And that includes of course the special specifications?

A That is correct.

Q I call your attention to your complaint and the contract which is made part of the complaint, page 4 of the special specifications, where it says, regarding test

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hole drill pits, "the State has conducted subsurface exploratory operations on the project as indicated on the plans. Logs of these explorations are available for inspection from the engineer designated to show the project to interested parties. The State Highway Commission makes no representation that the nature of the material to be excavated will be as indicated by these explorations and the State Highway Commission will not be liable to the contractor in any manner in case materials of a kind, class, nature, character or condition not indicated by these explorations are encountered."

Now what did you do to inform yourself of the meaning of this drill log, Mr. McDougall?

MR. BIGGS: Just a minute, please. I don't know whether counsel asked a question in regard to that provision in the contract or just what the purpose of that was. If it is not included in this question, I think it should be stricken, if the Court please.

MR. PETERSON: That objection is well taken, your Honor. This question I now ask does not relate directly to that.

Q (By Mr. Peterson) This question has to do, Mr. McDougall, with the drill log itself, and I will set out the blown-up copy here. I will ask you to relate to the jury what you did to inform yourself as to the meaning of the data that is shown on the log, Mr. McDougall.

A We inquired of Mr. Putnam, after he handed us the log, for further information. He told us what kind of a drill was used, as I recall. Now I don't mean by that, that he told me that a churn drill was used, but we discussed the type of drill, and the notations on the log, and he gave us practically no additional information. I don't mean that he was trying to withhold any information that he might have had, by that; I just don't think he had any additional information. Jim is an honest engineer.

Q You were present at Mr. Putnam's deposition, were you not?

A That is correct.

Q And you learned at that time that his experience as an engineer on a construction job like this had not been great, isn't that true?

A It had not been great, but he is highly intelligent and a man of integrity.

Q Yes. Now you spoke of the matter of the drill, to digress a moment. You don't know whether it was a churn drill or not?

A We were told it was a churn drill. I didn't see the drill in operation because the drill had been removed

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from the site before we got there the first time on July 1st.

Q Yes. Well, assuming for a moment that it was a churn drill, sandstone that would be brought up by a churn drill would be brought up in a granular form, would it not?

A I think it is where--

Q (Interposing) Just answer the question, if you will.

A No. It would be brought up in the form of sand, and that is exactly what happened in this case.

Q I must say that I meant in the form of sand when I said "granular".

A Well, you demonstrated sizeable chunks bigger than the hole. The hole was only six inches in diameter. That is why, when you said "granular", I thought you meant chunks.

MR. BIGGS: Wouldn't it be helpful, counsel, to ask what kind of drill a churn drill is?

Q (By Mr. Peterson) Now if the material that came up with a churn drill was a black material, it would likewise resemble black sand or black clay, would that not be true?

A I am not familiar with black clay. I am familiar with black shale in that area.

Q In other words, shale ground up might appear to be like k-41 black sand, wouldn't it?

A No, shale would not have the same consistency as ground up sandstone. Sandstone would be more granular.

Q Now just what did you do to inform yourself as to the meaning of the test hole log?

A We tried to relate the test hole particularly to the excavation and embankment brackets shown on the plans for the Big Cut. If the material in the Cut was to be in accordance with the seriatim log of that test hole, the compaction ratio of 94.4 was consistent. The study of the plans showed the engineers designed the cuts on the one to one slope because they obviously did not think a steeper slope would stand.

MR. LINDAS: If the Court please, I object to that. It is obviously unresponsive; he is talking about what the engineers thought, and it certainly is not in response to the question. If he wants to tell about his interpretation of the plan, that is all right, but he is telling how someone else interpreted it.

MR. BIGGS: The question, if the Court please, was what else did he do by way of interpreting the drill log and finding out what the drill log meant. He is explaining he related it to the plans and profiles presented to him by the State, and is now explaining how that explained the meaning of the terms used in

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the drill log.

THE COURT: I think that portion of his answer is proper, but as to assuming what someone else thought, it would be improper, and I will strike that portion of his answer.

Q (By Mr. Peterson) Did you employ a geologist on this job?

A We did not and we have not.

Q You have never employed a geologist on any job?

A We have employed a geologist on other work but not in connection with this job.

Q Were you aware that the State Highway Department had a full-time geologist?

A Am I aware?

Q Were you at that time?

A I don't know whether I was or not. I presume that I knew it, but I can't tell you what I knew on July 1st, 1952, along that line because--

Q You don't know whether you were aware that there was a geologist at the State Highway Department?

A I probably knew there was.

Q And you didn't consider it necessary to inquire of the geologist, is that right?

A If there was a geologist working for the Department, he must have released this log of the test hole offered to the contractors. We had no reason to call them up

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and ask them to break down the seriatim log any further than was shown on the log that was handed to us.

Q You saw no reason to get any further assistance from the geologist in spite of the magnitude of the job, is that correct, Mr. McDougall?

A No, we took the log offered to us by the State's representative as being the official log of the test hole that they had used in preparation of the plans and in designing the project, and it was voluntarily offered to us.

Q Now, Mr. McDougall, you have testified, if I remember correctly, that on the west side of the hogback--that is the west side of the Big Cut--

A What do you mean by hogback?

Q Well, the hill where the Big Cut went down; if you would rather I called it the Big Cut, I will. On the west side of the Big Cut, on the west slope, I believe you testified the overburden was about five feet. Did I understand that correctly?

A There were places where we began encountering rock where we had only gone in four or five feet, on the west slope of the Big Cut.

Q Then in preparation of data to form a bid in this case, as a matter of fact you could have put down drill holes yourself, within a reasonable time, could you not?

A In a reasonable time, but the time between June 26th and k-44 July 10th does not give us a reasonable time. That is the reason the State does this drilling, we understood.

Q How long would it have taken you to drill down through five feet of overburden?

A The length of time for drilling would have been only a matter--it could have been measured in minutes. However, the business of getting a drill into the site might require a couple of days, depending on whether or not it is immediately available.

end
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Q (By Mr. Peterson) Have you on any job in the Coast Range ever sunk a drill hole in preparation to form a bid?

A Yes, we have.

Q And was that for a highway job?

A It was not. It was for a railroad company who furnished us no test information, and all the contractors who turned in serious bids on that job did the same thing, but in the case of the Highway Department this testing was done for us because there was no time for the contractors to do it.

Q Have you ever made any drill holes on construction jobs for State Highway bids?

A For the Oregon State Highway Commission?

Q Yes.

A Contracts?

Q Yes.

A Never.

Q As a matter of fact, you had no intention at any time of making a drill hole in this particular case, did you, in preparation for your bid?

A No, sir; and neither did any of the other contractors sink any drill holes.

MR. LINDAS: Oh, if the Court please, that is unresponsive. I ask that that be stricken. What does he know about

A45 any of the other contractors? The fact of the matter is, it is not an answer to the question. I move it be stricken.

THE WITNESS: All right. I will put it this way: Neither did any of the other bidders sink any drill holes.

THE COURT: No, Mr. McDougall. Just answer the question. I will sustain the objection.

Q (By Mr. Peterson) I believe you testified the other day, Mr. McDougall, -- yesterday, I think, or maybe this morning -- that you were familiar with the highway and railroad cuts and tunnels in the Coast Range. Did I understand that correctly?

A I am familiar with certain ones. I think your question is of a very general nature.

Q That's right. It is.

THE WITNESS: Would you please repeat the question?

MR. PETERSON: Would you read the question?

(Last question read.)

A I don't remember testifying that way, but I am familiar with certain railroad and highway cuts and tunnels in the Coast Range.

Q (By Mr. Peterson) Are you familiar generally with the type and nature of material formations in the cuts where highways and tunnels cross the Coast Range in this area?

A46

A I am familiar enough with the Coast Range cuts to know that there is a wide variation in what has been encountered in the past, and that is, presumably, one of the reasons the State drilled this test hole.

Q Now, I believe you mentioned that you did a job about 115 miles from here up near -- did I understand it -- Vernonia?

A 115 miles from the Low Pass job, -- not from Salem, Oregon.

Q Excuse me. From the Low Pass job.

A That is what it scales on the map, -- approximately 115 miles straight north.

Q Airline miles?

A Airline miles.

Q And where was that job, you say?

A It is at a location just west of a little siding that the railroad company calls Top Hill on the Vernonia branch of the Spokane, Portland & Seattle railroad in the summit of the Coast Range.

Q And would that be a spot that would be known as Buxton, by any chance?

A I can't hear you, Mr. Peterson. I'm sorry.

Q Excuse me. I'm sorry. Would that be near a small place that is known as Buxton?

A It is a few miles from Buxton, yes.

Q A few miles from Buxton. I was trying to orient myself.

A47

I am not too familiar with it. Well, now, was the material that you found in that job what you expected to find in the Low Pass job, Mr. McDougall?

A To the depth that the seriatim log shows a picture of clay and shale before they get down to the hard shales we expected to find similar material to the Top-Hill job. From the hundred-foot mark on down we assumed it would be all solid rock.

Q Would you step down to Plaintiff's Exhibit 3-A, Mr. McDougall, and tell the jury, if you will, pointing out by any lines that you want to, and identify it, the line that would reach the depth of the Low Pass cut to which you expected to find the materials that were found in the Top-Hill job -- was it called -- over at Buxton -- the Buxton job, anyway?

A Yes. We expected to find materials in the Low Pass cut similar to those in the Top-Hill cut for the full depth of the overburden and loose rock shown by the orange color, because the Top-Hill cut was 40 feet deeper than the distance shown here, and we had dug to grade in it without encountering solid rock, and we were in materials that were very similar to the log of this test pit -- sandy clay and shale -- some sandstone, a small amount of sandstone.

Q Would you say that the making of this chart and the

A48

making of the data that is the basis of the chart -- in making that data that the information and experience over on the Top-Hill job would have a bearing on what you made here?

A Yes. It confirmed our belief in the consistency and the accuracy of the log of this test pit, and the information which was shown on the plans, that you could go that deep in some of these big cuts in the summit of the Coast Range, without hitting solid rock.

Q Yes. And how deep did you say that was?

A The maximum depth of the Top-Hill cut was around 140 feet. I don't know within more than a foot or two. I think it was 143 feet at the highest cut stake.

Q And you expected, then, to be able to go that depth in the Low Pass cut?

A No, I didn't say that.

Q I misunderstood you.

A (Continuing) I said the cut, the Top-Hill cut, was 40 feet deeper than we figured on going in the Low Pass cut, the Big Cut, and therefore we felt that the information given us on the plans and by the engineers in the form of a test pit log was reasonable. It was consistent. It could happen. We have had it happen to us.

Q You may resume the stand. How much material did you say you removed from the Top-Hill job? I believe you testified

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this morning.

A Well, I can find the exact figure in a moment.

Q Oh, approximately, would be enough.

A 308,000-and-some-odd yards.

Q 308,000?

A Yes.

MR. BIGGS: Eighty -- which was it -- 380 or 308?

A 308.

MR. BIGGS: Thank you.

Q (By Mr. Peterson) And you expected to shoot how much of that?

A When we took on that job we figured on a small amount of shooting. I do not have with me our copy of the bid on Top-Hill, so I cannot say offhand what we figured, but we figured on a small amount of shooting, because both ends of that cut were exposed by reason of the fact that a timber line railroad tunnel went through the hill, and there was a high portal at both sides of the cut, which we could examine. We saw some rock, and we did a little shooting, but I don't think we did as much shooting as we anticipated when we submitted our bid for the contract.

Q But you anticipated to shoot very little?

A Very little.

Q Yes. Do you recall what slopes you placed on the Top-Hill

A50 job?

A No, I do not, for this reason: The Top-Hill cut was so unstable that it kept sliding in, and the final slopes are the angle of repose that the material took for its -- not what we proposed to put on it. The slopes kept breaking back to much flatter slopes than they were originally staked to.

Q What were they originally staked for? Do you recall?

A No, I do not.

(Photographs, here offered, were marked for identification as follows: DEFENDANT'S EXHIBIT A, DEFENDANT'S EXHIBIT B, DEFENDANT'S EXHIBIT C, DEFENDANT'S EXHIBIT D, DEFENDANT'S EXHIBIT E, DEFENDANT'S EXHIBIT F, DEFENDANT'S EXHIBIT G, and DEFENDANT'S EXHIBIT H.)

11 Q (By Mr. Peterson) I will hand you Defendant's Exhibits A through H for identification. I have them clipped together, and I will ask you if you could say whether or not those represent the cut after it was completed at Top-Hill, sir.

MR. PETERSON: I have an apology to make to the Court and Mr. McDougall.

A These are not the Top-Hill pictures, none of them.

MR. PETERSON: Those are not.

A51 THE WITNESS: None of those are taken from the Top-Hill cut.

MR. PETERSON: I can't read my own writing. I will have these marked.

(The photographs, here offered, were marked for identification as follows: DEFENDANT'S EXHIBIT I, DEFENDANT'S EXHIBIT J, DEFENDANT'S EXHIBIT K, DEFENDANT'S EXHIBIT L, DEFENDANT'S EXHIBIT M, DEFENDANT'S EXHIBIT N, DEFENDANT'S EXHIBIT O, DEFENDANT'S EXHIBIT P, and DEFENDANT'S EXHIBIT Q.)

Q (By Mr. Peterson) Mr. McDougall, I will now hand you a group of photographs marked I through Q for identification, if you please, and I will ask you whether or not those represent photographs of the completed Top-Hill job.

A If all of these pictures were taken in the same cut as this picture was taken in ----

MR. PETERSON: I won't press you, Mr. McDougall, if you can't identify them, and I admit that it is not always easy to pick up a strange photograph ----

THE WITNESS: If there was some marking as to where it was taken from I could be more certain.

MR. PETERSON: Yes, of course. We have testimony on that, but I just thought perhaps you could remember it and it would

A52 have speeded things up a little, but it's all right.

THE WITNESS: The Top-Hill cut was a thorough cut, and most of these pictures show just one side of the cut.

MR. PETERSON: I can see where that would make it difficult.

THE WITNESS: So I am not prepared to swear that they are the Top-Hill cut pictures. However, this one looks like it (indicating). We have some good ones. If you would like to use them you are welcome to them. I believe this (indicating) is a picture taken in the Top-Hill cut,----

THE COURT: Will you refer to it by examining the exhibit number on the back, please?

THE WITNESS: L -- because it shows the type of slides that occurred in Top-Hill. The depth seems to be about right.

Q (By Mr. Peterson) Do those pictures, as you recall it, seem to represent the type of material and the way the strata lay after you had completed the job at Top-Hill? (Pause) Mr. McDougall, I won't press you on that.

A I just want to be accurate in my statements.

MR. PETERSON: Yes. Well, we won't offer them at this time, Mr. McDougall, so that we won't press you for any further identification. I thought perhaps you would remember, is all.

THE WITNESS: The water coming out of the hill would indicate that that is Top-Hill. That is what caused the tunnel to collapse and required the job of excavating the Big Cut,

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and it caused these slides to come in that flattened the slopes. Now, if they are taken in Top-Hill, they have been taken long since we finished there, and long since I have been back in the cut, so that it does not look exactly the same as I recall it.

MR. PETERSON: Thank you, Mr. McDougall. That is all we can ask for.

MR. BIGGS: May I see them, Mr. Peterson?

MR. PETERSON: Yes (handing photographs to Mr. Biggs).

MR. BIGGS: Where are these from?

MR. PETERSON: Those are along the same line, but not the cut.

MR. BIGGS: Oh, I see. A different location.

Q (By Mr. Peterson) Now, let's see, Mr. McDougall. We were discussing railroad cuts. Are you familiar at all with the kind of material that you found on the Southern Pacific railroad from Eugene to Swisshome, the Coos Bay branch, -- and I am speaking specifically of what is known as Tunnel 13 at Noti, N-o-t-i?

A I am not.

Q That is 12 to 15 miles south?

A I do not recall ever having been over that stretch of railroad.

Q You have never looked into that?

A No.

Q Are you familiar, then, with the tunnel that is a few

A54

miles further west of that and also at Austa on the same railroad?

A At where?

Q Austa, A-u-s-t-a.

A No, I am not. I have never been over that stretch of railroad that I recall.

Q Are you familiar with any of the cuts along the Alsea Highway from Corvallis to Newport, I believe it is?

A I have been over that road, but not for some years.

Q And are you familiar with any of the cuts in the highway from -- well, let's see. I said the Alsea road was from Corvallis to Newport, but that isn't right, is it? It runs to Waldport?

A That's what I thought you meant.

Q Yes. And you don't recall any cuts along there, and the texture ----

A I remember looking over a State Highway job down there a few years ago that showed mostly common material, lots of big slides. It was pretty close to the coast. However, I don't think that it was in the summit of the Coast Range. I believe that was the last time I have been down in that area.

Q Yes. Now, are you familiar with any of the cuts along the highway known as the Umpqua Highway from, I believe, Drain to Reedsport?

A55

A Yes, I am.

Q And on the Siuslaw Highway west of the Low Pass cut, are you familiar with any of those cuts along there?

A I am now. I had not been over that stretch of road prior to bidding the Low Pass job since before the war.

Q You didn't go over that particular stretch of the Siuslaw Highway, oh, say, five to ten miles west of the Low Pass job?

A No. We don't have time to do anything but cover these jobs as rapidly as possible. We get up early in the morning, and we drive sometimes until midnight to get the field work done in order to have sufficient time to make up carefully prepared estimates in the office, so we travel by the shortest practicable route, and we did not come up the Siuslaw from Gold Hill -- I mean up to the coast from Gold Hill -- or go out to the coast and come up that way, and up the Siuslaw. We came back up from Roseburg in order to stop at Eugene and get the log test pit from Mr. Putnam.

Q In setting up your bid on this job, in view of the magnitude of the work and the many factors involved, you didn't consider it necessary to investigate any of these other cuts in and about the area of the Low Pass job or the railroad cuts or the highway cuts in the Coast Range?

A Both ends of the Low Pass job end in a relatively level

A56 valley area. The only cuts that we knew of close to the project were those shown on the old road adjoining the project.

Q Are you familiar with three cuts about five miles west of Triangle Lake, which is at Blachly, or a little west of Blachly? I don't mean five miles. I mean half a mile west of Triangle Lake near Blachly?

A You say was I, or am I?

Q Were you at the time you ----

A I was not. The furthest west we went in looking over this project was a mile and a half west of the west end of the project to the road that goes to the State's specified quarry, Horton Quarry, where the surfacing materials came from. We went up that road. We saw no indications of any different formations that would give us any reason to change our analysis of what we had seen on the examination of the new project.

Q I wish to draw your attention to part of your complaint, and specifically two sections of the contract, Mr. McDougall. I will read from the contract, page 32, entitled Section 12-5: "Unclassified excavation, as referred to herein, in connection with the classifying of excavation, shall be understood to be excavation that is not to be classified according to the nature of the materials excavated. It shall, therefore, be understood to include both solid

A57 rock excavation and common excavation, if both classes are present." Are you familiar with that section, Mr. McDougall?

A Yes, I am.

Q Yes. And Section 12-15 on page 35 of the contract reads as follows: "In the final classification of excavated materials, the State Highway Commission will be in no way bound by any notations or estimates pertaining to classification, that may appear in the plans or in any summaries of quantities. It is understood that the contractor bases his unit prices upon his own estimates of classification, and the State Highway Commission will not be responsible for his failure to do so or for any errors in his estimates." And you have read that before, I take it, have you not, sir?

A Yes, I have.

12 Q Now, Mr. McDougall, let's discuss the matter of slope which you were talking to the jury about this morning. Explain to the jury what you understand to be the meaning of "angle of repose," or "angle of slope."

A Are you talking about cut slopes, or embankment slopes?

Q Cut slopes. Thank you.

A The angle of repose is an engineering term used to identify the slope on which any given class of material will stand without further movement unless some unusual

A58 occurrence happens, like a cloudburst or something, that might cause it to wash in, but normally it would stand without movement.

Q Would you say that nature will, in time, make its own angle of repose to conform to the type of material?

A Yes, it does.

Q And will hard, igneous rock, such as basalt, weather more slowly than sandstone?

A In speaking of rock, you've got to remember there are so many variations in the grade of rock that you can't just compare basalt against sandstone. There are many types of sandstone and there are many types of basalt. Now, if you will tell me what kind of basalt and what kind of sandstone, whether disintegrated ----

Q But, generally speaking, basalt is a harder rock, is it not, than sandstone?

A That is correct.

Q And it weathers, generally speaking, very little, as compared to the sandstone. Isn't that true?

A Well, it will spall off due to frost action and water penetrating the fractures in the basalt under certain circumstances, because sandstone is frequently a much more homogeneous mass than the basalt. The basalt will be badly fractured -- in fact, there is a type of basalt called dice rock that will spall off very rapidly when

A59 exposed to the elements.

Q Would you say that sandstone predominates in the Coast Range?

A Would I?

Q Yes.

A What part of the Coast Range?

Q The part of the Coast Range in the area of the Low Pass job -- let us say from Corvallis on the north to Drain on the south and over to the coast.

A Predominate over the basalt?

Q Predominate over -- just predominate.

A Well, we are talking about basalt and sandstone.

Q No, we are talking about just rock -- talking about sandstone.

A There is an awful lot of shale in that area. I don't know whether the sandstone would predominate over the shale or not. It is a big area.

Q Your experience in the area wouldn't permit you to say -- hazard an opinion on it. Is that right?

MR. BIGGS: Well, I think, if the Court please, we haven't offered Mr. McDougall, or attempted to qualify him, as an expert geologist. In so far as that calls for a specialist's training for an opinion of that kind, I don't think he should be compelled to express an opinion.

MR. PETERSON: Well, I will withdraw that question.

THE COURT: Very well.

Q (By Mr. Peterson) In your experience as a contractor over the years, have you ever had occasion to study or read any books on the content of areas in which you have worked, -- specifically, I will say, have you ever had occasion to read a work entitled, "The Geology of Lane County," by Warren D. Smith, formerly head of the Department of Geology at the University of Oregon?

A No, I haven't been so enlightened.

Q Now, would you say that the sandstone in the coastal region, including this particular cut, slides and is subject to considerable weathering?

A I only heard the last part of the question, Mr. Peterson.

Q Yes. Would you say that sandstone in the coastal range and particularly in this area and this cut would be generally subject to considerable sliding and weathering?

A What kind of sandstone -- disintegrated sandstone, or the hard sandstone we had in the Big Cut? You can't just talk about sandstone in general terms. I've got to know what type of sandstone you are talking about. Some sandstone will make jetty rock, specification rock, and some of it will not.

MR. PETERSON: I think the question is a general question and that it requires a general answer, your Honor.

MR. BIGGS: May the witness have the question read, if the

A61 Court please?

I believe it was limited to this cut.

Would you read the question, please?

(Last question read.)

MR. BIGGS: Which is meant -- in this area, or this cut, and which does the witness feel he is qualified to speak of? We don't, again, if the Court please, feel that he should be cross-examined on the geological composition of the Coast Range or any of the geological features.

THE COURT: I think it should be limited to the cut here in question.

MR. PETERSON: I might say, your Honor, -- I know that you have made the ruling, but I might say that it all goes to his preparation and qualifications to set up a bid like this. This is a large project, and a man who has had so many years of experience I would take it would be qualified to speak in general terms. I am not asking him to be a geologist to the jury, here.

MR. BIGGS: If the Court please, that is what the question calls for, and I don't believe that it is fair to assume that the State requires men only who are specialized geologists to bid these jobs at their risk.

THE COURT: I have made my ruling.

Q (By Mr. Peterson) Let us limit that question to this particular cut and ask you if the sandstone in this

A62

particular cut is or is not subject to considerable weathering.

A It is subject to some weathering. It has already shown some weathering since we completed its excavation.

Q And, of course, the sandstone on the cut banks of the summit cut above the Big Cut is also subject to some weathering, is it not?

A That is correct.

THE COURT: Mr. Peterson, may I interrupt you at this point for the afternoon recess, if it is convenient?

MR. PETERSON: Thank you, sir.

THE COURT: Mr. McDougall, you may step down from the witness stand.

Ladies and gentlemen of the jury, you may retire to the jury room.

(Recess)

End
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THE COURT: Mr. Peterson, you may continue with your cross examination.

Q (By Mr. Peterson) Mr. McDougall, would you explain to the jury the reason why you placed so much emphasis on a cut 115 miles from the Low Pass cut, in setting up your bid on the Low Pass, instead of investigating the face cuts that were in, say, twelve or fifteen or twenty-five miles distance of the Low Pass cut.

A I have never said that we did. I simply stated that by reason of our experience in the Top-Hill cut, we could believe that the information shown in the State's plans calling for material in a deep cut at the summit of the Coast Range, to be compacted and built to a one to one slope, and as indicated on the test log, could happen because it had happened to us before. We had had the experience of working in a Coast Range summit cut that consisted for the most part of shale with some sandstone, which was indicated in the Low Pass summit cut. We placed no more emphasis on the Top-Hill than on any other specific job, other than to make it possible for us to believe that there was nothing wrong with the State's engineering of the project. It seemed reasonable and consistent at the time we looked over the Low Pass job.

Q You didn't consider it necessary then to examine the cut

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faces in and about the area of the Low Pass job?

A We did examine the highest exposed cut faces in and about the Low Pass job that were in close proximity to it. It is in a mountainous country, and we looked at the ones immediately adjacent to it on the old road. There are no better test pits for the other cuts on the Low Pass job than the high faces on the old road adjacent to it, other than the drill hole, which proved to be erroneous--the information on it proved to be erroneous.

Q Mr. McDougall, what in your opinion should determine the cut slope to be used in any given cut?

A Well, the answer to that is that it has to be given in two parts. An engineer has to take economy into consideration. Therefore when he is dealing with expensive material such as solid rock, he will reduce the excavation to the minimum possible, and his rock slopes will be engineered to the steepest slopes that the rock will stand on. The dirt slopes normally would be to a flatter angle of repose if they don't produce enough material--flatter than the angle proposed to take care of the type of material they are going through.

Q In the building of highways would the engineers consider the safety of motorists going through the cut, in selecting the angle?

A That is correct.

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Q And if they cut through material like sandstone, as developed in this cut here, that decomposes and ravels and sloughs off, would that be considered also, sir?

A Yes, it would.

Q From the standpoint of maintenance of the highway after it is constructed?

A That is correct.

Q I believe you mentioned the consideration of the need of fill material would perhaps have some bearing on what slope was put on a given embankment.

A Yes, but that would not apply to rock. You would not borrow extra rock if dirt was available, as was the case in the Low Pass.

Q Now there are numerous factors that go into determining what slope it should be, is that correct?

A That is correct. All factors considered, and particularly the safety factor that was just brought into the subject, would indicate the steepest possible slope in a rock cut.

Q And of course you were aware of all these facts at the time you prepared a bid?

A You mean the facts you have just enumerated?

Q The things you have just discussed--you were aware of all those things?

A I wasn't aware of how much rock was in the Big Cut, but I am aware of what you just enumerated in your last statement.

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MR. PETERSON: May I ask the Court to instruct the witness to make his answers responsive? There was nothing said about quantities of rock in the Big Cut.

A I didn't know how general your question was.

Q (By Mr. Peterson) Well, the element to be taken into consideration in constructing a slope on any given highway--which you have just indicated here that you were acquainted with those factors at the time you prepared this bid, isn't that true?

A Yes.

Q Now then will you agree that it is not at all unusual to have a one to one slope in a sandstone cut of the same type and kind as the Low Pass cut, the Big Cut?

A I am talking about the type sandstone we encountered in the Low Pass cut. A one to one slope is unusual in that hard grade of sandstone because it is not necessary; it is a waste of money to go to as flat a slope as one to one, and is dangerous in a cut composed of that texture.

Q Would your answer be the same, Mr. McDougall, if you knew that off of the one-half to one slopes that were made on the job, after August of 1953, if you knew that from those steepened slopes numerous rocks have fallen down and blocked the highway--would your answer be the same?

A I think so because I can explain that fracturing has

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occurred in the sandstone in that Big Cut which is to a great extent caused by the thin lenses of shale that have weathered out and permitted undermining of solid pieces of sandstone. Water gets in those crevices and freezes, in cold weather and it expands and creates another crack.

Q Then your answer is that the steeper the slopes are, the less hazardous they are in this type of sandstone; is that correct?

A That is correct.

Q And would your answer be any different, let us say, if the evidence would show that there was much more ravelling since construction of the Low Pass cut from the steeper one-half to one slopes than there has been from the one to one slopes? Would your answer be the same?

A I haven't seen any evidence to that effect. But I do know this--

MR. LINDAS: (Interposing) If the Court please, he is not being responsive. He was asked whether his answer would be the same; he certainly can say yes or no and then explain it. I think he should answer the question when it is given him, then start on his explanation. We start on a roundabout explanation every time a question is asked.

THE COURT: Mr. McDougall, if you will answer the question counsel has indicated, then you may explain your answer if needed.

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(Question read.)

A Yes.

MR. BIGGS: If it please the Court--Mr. McDougall, you have the privilege of explaining your answer, as the Court just indicated.

A Now may I explain my answer?

THE COURT: Yes.

A In the first place, I don't think it is possible to explain the difference in ravelling that has occurred in the one to one and the one-half to one slopes in that cut--I know that it is standard engineering practice to build the cuts on the steepest slope that will stand, in material that might be subject to spalling off and ravelling, for this reason--the flatter the slope, the more area of slope is exposed to the weather that causes the ravelling. The steeper the slope, the less area you have. In other words, the one to one slope produced a square footage area on both sides of the cut far in excess of that produced had it been built on a one-half or a quarter to one. Therefore, more slope is exposed to the action of the elements, and more ravelling is caused and more maintenanse will result therefrom, and it is for that reason more dangerous to traffic.

MR. PETERSON: Could we have just a moment, your Honor?

THE COURT: Yes, you may.

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(Counsel conferring.)

Q (By Mr. Peterson) Before I forget it, I will interpose with a thought here, Mr. McDougall. I believe you stated on direct examination that Mr. Clymer came to your office with two of his assistants sometime in--I believe it was the latter part of May, 1953--and that at that time the two assistants were permitted to go into your books thoroughly to find out what the costs were which were accruing on the job. Did I understand that correctly?

A That is correct.

Q Yes; and I will simply ask you this--those checks are routine periodic checks made by that particular department of the State Highway Commission, are they not?

A Yes, but they are usually made at the completion of a contract, not in the course of a contract.

Q Well, I refer again to your complaint, in Section 5-11, page 10 of the contract, where I will read: "The engineer shall be allowed access at all times to the books and records of the contractor, and the contractor shall furnish him all data necessary for the determination of theactual cost of all or any part of the work."

You are familiar with that part of the contract, are you not?

A I am. May I make one further word of explanation about the request that Mr. Clymer made at that time? It was not what I regard as a routine check because he was primarily interested in determining what our cost of excavation had been prior to that time, in order that they could keep track of the increased costs that were developing by reason of encountering this sandstone.

Q You say that Mr. Clymer came to your office in the latter part of May, 1953?

A Yes, sir.

Q And do you recall the names of the two assistants he brought with him?

A I think I do.

Q Would you tell the jury who they were?

A I think, I believe but I am not certain, that they were Mr. Kayser and Mr. Paulsen, from his department.

Q And the conversation you related to the jury this morning--was that in the presence of these two gentlemen who accompanied Mr. Clymer, do you recall?

A I don't think so. As I recall, Mr. Clymer asked for this cost information, and we made provisions to put his two assistants--if they were Mr. Kayser and Mr. Paulsen, or whoever they were--comfortably to work and gave them desk space and everything they asked for; while they were doing the work, I had the lengthy conversations with Mr. Clymer in my office with no one else present.

Q Then the next time Mr. Clymer came to your office was k-53 about what date, do you recall? You didn't say this morning. Perhaps you don't recall.

A No, unfortunately, at the time it never occurred to me there would be any necessity of keeping a diary of the dates of those visits, so I did not do so. To the best of my recollection it was between two and three weeks after the first visit, or somewhere around the middle of June probably.

Q Around when?

A Probably around the middle of June.

Q And by the way--is Mr. Clymer living at this time, do you know?

A No, he died shortly after he called me on the telephone and made the statement that I put in the testimony this morning. That was the last time I talked to him.

Q And about when was that?

A That was sometime in July.

Q Of 1953?

A That I talked to him. It must have been late in July, because we agreed--we were both cooperatively trying to find a solution to the problem we were faced with at the Low Pass, and he finally called me to tell me that we would have to seek relief under the changed conditions clause of the contract, paragraph G-11, that that was what it was in the contract for.

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Q You are speaking now of the third discussion that you had with him?

A No, the fourth. I called on him once in Salem between the second visit he made to my office and the telephone conversation.

Q Yes. These conversations that were had with Mr. Clymer were not in the presence of anyone but yourself?

A I think Mr. Kayser and Mr. Paulsen would be in the room for a few minutes at the start of the conversation, when Mr. Clymer was explaining what he wanted, and possibly when they got through they would come back in and sit in the office until Mr. Clymer and I got through. But for the most part they were working on this cost analysis in another office and were not sitting in with Mr. Clymer.

Q Then the conversation relative to your statement that Mr. Clymer was attempting to work out the extra costs on the Low Pass job did not come to the ears of the other two gentlemen at that time?

A I don't know how much of that they heard. I do not recall how long they stayed in the room. They were brought in to do a job of accounting and they were put to work promptly in another office, in another room.

MR. PETERSON: May it please the Court, there is a matter that is not developed at this juncture that I think probably the Court would wish to hear outside the presence k-55 of the jury.

THE COURT: Very well. Ladies and gentlemen of the jury, you may retire to the jury room at this time.

(The Court, counsel, and the reporter thereupon retired to Chambers, where the following occurred without the presence of the jury:)

THE COURT: Mr. Peterson?

MR. PETERSON: May it please your Honor, as I recall the record, Mr. Lindas moved--either objected to or moved against the questions that were asked Mr. McDougall having to do with conversations that he had had with Mr. Clymer at the designated times when he mentioned about them.

THE COURT: That was the motion you made last night?

MR. LINDAS: I made the motion at one time to object to the questions, then it was overruled; then I renewed the motion to strike subsequent to the testimony being given.

THE COURT: Yes.

MR. PETERSON: Now I think that I would feelobliged to move the Court for an order striking all of the testimony concerning the conversations between Mr. Clymer and Mr. McDougall, for the reason that I do not believe that such conversations are admissible under the case of Shepard vs. Purvine, 196 Or. 348. A hurried reading c-56 of that case indicates to me that evidence of this kind respecting a conversation had with a man who has passed away does not come within the purview of the statute. I will read what I think to be the pertinent part of the case, as follows:

"We need not conclude that C. M. Purvine did not make the statements attributed to him. These statements may have been remembered and accurately reported by the witnesses. However, at the time the alleged self-serving declarations were made, Purvine was a man well advanced in years and in poor health, suffering from heart trouble. There is little doubt that his physical condition had some effect upon his mental processes. It is not unreasonable to infer that he may have been subjected to the influence of members of his family who might have been opposed to the rights being exercised by plaintiffs. In any event, practically all the statements which it is claimed C. M. Purvine made in connection with this matter were obviously self-serving, and the testimony respecting them was in violation of the hearsay rule and, therefore, inadmissible. They were not statements made within the meaning of the res gestae rule."

The Court goes on to say:

"Testimony respecting declarations made during his lifetime by a deceased person is admissible only in

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certain cases; one, the declaration, act, or omission of a member of a family, who is deceased is admissible as evidence of common reputation in cases where, on questions of pedigree, such reputation is admissible; two, the declaration, act, or omission of a deceased person, having sufficient knowledge of the subject, against his pecuniary interest, is also admissible as evidence to that extent against his successor in interest; three, the declaration or act, verbal or written, of a deceased person, in respect to the relationship, birth, marriage, or death of any person related by blood or marriage to such deceased person; the declaration or act of a deceased person, made or done against his interest in respect to his real property; and also the declaration or act of a dying person, made or done under a sense of impending death, respecting the cause of his death; and four, when a party to an action, suit, or proceeding by or against an executor or administrator appears as a witness in his own behalf, or offers evidence of statements made by deceased against the interest of deceased, statements of the deceased concerning the same subject-matter in his own favor may also be proven."

Now I cannot see where this particular evidence comes within the purview of the statute, your Honor, and I feel obliged in view of that to move that the

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jury be instructed to disregard it.

THE COURT: Mr. Biggs?

MR. BIGGS: This evidence comes in, if the Court please, while the problem was being determined by the State; that is, I think the res gestae rule would cover it, inasmuch as you have brought that up. The statements were made in the course of business by Mr. Clymer who was representing the State Highway Commission in attempting to work out change-orders in those plans. There is no way of proving it except as it was reported to or said to our client, who testified what took place. We are not attempting to prove liability of the State through any statement or admission Mr. Clymer made in and of itself. We are attempting to prove the conversation as a fact occurring at a time when the work was going on, in connection with the work, not then in controversy or litigation, to show why certain acts later necessary, in view of the litigation that followed, were done by Mr. McDougall, and the timing of those acts. In that sense, it is just as much a fact to be proved in this case as any other fact, why he did not immediately file his claim. He did not immediately file his claim because representatives of the State Highway Commission, whom he knew to be connected with the State Highway Commission, called on him at his office, and recognizing a problem k-59 that had arisen on the job, attempted to work out that problem and thereby invited the delay that was indulged by Mr. McDougall in making the necessary claim which is the basis for this litigation.

The contract says that it must be promptly or immediately made, immediately called to the attention of the engineers. Now the fact that Mr. Clymer, as a representative of the State, came to Mr. McDougall and himself spoke of the condition and showed his familiarity with it, shows -- could show if the question comes up -- if you are arguing that we did not comply with the contract -- no necessity of complying because you already knew what the formal written notice is designed to give you notice of. You were already getting cost data in connection with the condition that had been encountered by Mr. McDougall. It not only was recognized by the State, the State at that time through Mr. Clymer and his assistants was proposing solutions for the condition, satisfactory both to the State and Mr. McDougall. That went on not just in one conversation but in three different conversations, always with the hope of arriving at a solution, and of course showing during all that time complete familiarity of the State with the condition. It was only when it was agreed, apparently that there was no possibility of a solution in that way, that Mr. Clymer then said the k-60 only relief would be by making claim under this contract, which he then did and did promptly.

We think that it is clearly admissible. These rules you are speaking about are where a self-serving declaration is offered either of decedents or against the interests of decedents. They have no application to evidence to establish liability.

MR. LINDAS: If the Court please, may I comment?

THE COURT: Yes.

MR. LINDAS: Under Section [illegible]-11 it says, "Should the contractor encounter or the engineer discover." We claim we never encountered anything in that cut except what was expected to be discovered. There is no showing of any agency, or expression on the part of Mr. Clymer to have made such; there is nothing in the record to show that he was a representative of the Department, to make the comments he did make. Therefore it violates the hearsay rule to allow this testimony from a man who has passed away, and the evidence is incompetent, irrelevant and immaterial.

MR. BIGGS: There are two things about that--you incorrectly state the provisions of Section C-11; secondly, if you are serious about his not being a representative of the State Highway Commission, we will call a witness from the State Highway Commission to show who he was.

-61 THE COURT: I think that is proper; if they urge that point, you will be obligated in your case in chief somewhere to show who he was.

MR. BIGGS: Yes, I will.

THE COURT: At this time I will deny your motion, Mr. Peterson. I will continue to study the question, but will deny it at least at this time. I think probably in anticipation of your future questioning that you have probably covered this subject as much as, or nearly as much as you intend to, at least as of this time, and that a subsequent change of my ruling would not prejudice you as far as the jury is concerned, should I change it later, if you are correct on it.

(The Court, counsel, and the reporter thereupon returned to the courtroom, where the following occurred in open court within the presence of the jury:)

end
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THE COURT: You may proceed, Mr. Peterson.

MR. PETERSON: Thank you, sir.

Q (By Mr. Peterson) Mr. McDougall, as a matter of fact, isn't it true that there are numerous roads and highways in the State of Oregon on which 1 to 1 slopes have been provided for not only in sandstone of the type found in the Big Cut but also in harder, igneous rock like basalt?

A Yes. Yes, the State of Oregon is a big state. I suppose that would be true.

Q When did you do your first drilling on the Big Cut, -- drilling for blasting, I should say?

A May I refer to records?

Q Yes, indeed. Surely.

A Our records show that we used jackhammers for a total period of 27 hours prior to December 10th, 1952, in the Big Cut.

MR. BIGGS: What was that date, Mr. McDougall?

A December 10th, 1952.

We used the first wagon drills apparently early in March, 1953, and no jackhammer work was done in January or February, according to our records. Now, a small amount of wagon drill time is shown -- a total of 38 hours -- in the period ending March 10th, 1953. I might explain these periods are by the 10th of the

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month, because that was the estimate date, the date that the State made up the monthly estimates of progress, and our records are kept in conformity with those estimate dates.

Q (By Mr. Peterson) Would you explain the difference to the jury, and certainly to me, between -- I believe you said a wagon drill and a jackhammer, sir?

A Yes. We have a picture of a wagon drill entered as an exhibit. The jackhammer, I think, is familiar to everyone. It is a two-handled drill, handled by one man, vibrator-type air percussion drill.

Q Is a jackhammer manually operated?

MR. BIGGS: 53 is the wagon drill, Mr. Peterson. 53 is the wagon drill.

Q (By Mr. Peterson) Is this the type that you used in ----

A That is the type we used, this type manufactured by two different manufacturers.

Q And when did you use that type? Now, that is the jackhammer, there, is it?

A That is not. That is the wagon drill.

MR. PETERSON: The wagon drill.

May I show that to the jury, sir, so they will know?

THE WITNESS: I presume we have a picture in our catalog file with jackhammers.

MR. BIGGS: Do you know where that is, Mr. McDougall?

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(Colloquy between the witness and counsel off the record.)

THE WITNESS: If Mr. Peterson would like to see a picture of it -- I am not even certain there is one in there. Here is a picture on these two pages. There is a picture of a Gardner-Denver jackhammer, and here is a picture of a wagon drill set up in operation. This is the jackhammer (indicating).

MR. BIGGS: If the Court please, Mr. Peterson is free to put those in evidence if he desires.

MR. PETERSON: Thank you, counsel.

I would like, then, to have page 6 -- or could you remove it, sir?

THE WITNESS: Yes, it could be removed.

MR. PETERSON: Would you like to have that marked as your exhibit?

MR. BIGGS: It makes no difference.

MR. PETERSON: We will call that ----

MR. BIGGS: Make it Plaintiff's exhibit.

MR. PETERSON: -- a Plaintiff's exhibit, so that when the exhibits are recovered they will not be lost.

(The documents, so offered, were thereupon marked for identification as follows: sheet containing illustration of Gardner-Denver jackhammer as PLAINTIFF'S

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EXHIBIT 55; and sheet containing illustration of Ingersoll-Rand wagon drill FM2 as PLAINTIFF'S EXHIBIT 56.)

THE COURT: There being no objection, ----

MR. PETERSON: There is no objection.

THE COURT: -- you may mark 55 and 56 as admitted.

(The documents, so offered and received, having been previously marked for identification, were thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 55 and PLAINTIFF'S EXHIBIT 56.)

MR. PETERSON: Now, I am going to ask for an encore, if I may, Mr. McDougall.

Q (By Mr. Peterson) When you first started blasting, what kind of equipment did you use?

A For drilling?

Q Yes.

A Jackhammers.

Q And that was in what month and year?

A We used jackhammers for a total of 27 hours in the month of December, 1952.

Q Yes. And that was at the top of the Big Cut, was it, sir?

A Yes, it was.

Q And that was in sandstone rock, was it, sir?

A07 A I don't know. We tried to start the strip there, and I imagine it was probably, considering the small number of hours worked, -- I imagine it was a piece of float or something lying very close to the surface of the Big Cut, but it had not been uncovered until the bulldozers hit it.

Q Yes. Then when next did you ----

A The next period in which drills were employed was the period ending March 10th, 1953.

Q What was the beginning of that period, sir?

A This recap that I am referring to is by months, so that the beginning of the period would be February 10th, 1953. There was no use of jackhammers shown from December 10th until the end of the period at March 10th, when we showed 32 hours of jackhammer work and 35 hours of wagon drill work.

Q And between the period, the fiscal period, there, of February 10th to March 10th, did you do any other type of drilling with any other equipment?

A No, we did not.

Q And you used no wagon drills at that time, during that period?

A No, we did not.

Q So there was no drilling done at all, then, between February 10th and March 10th. I just want to get that

A68 straight. I am a little confused, here.

A No. I possibly didn't make myself clear. There was 38 hours of wagon drill time and 32 hours of jackhammer time in that period between February 10th and March 10th. Now, I don't have this broken down by days. It would take a sheaf the width of the courtroom. This is just by estimate.

Q 38 hours, and that information that you have there is taken from your records for rental of equipment, I take it. Is that right?

A That is correct. We've got all the detailed records in those files, but this is a recap.

Q Now, at that time were you drilling in rock?

A Yes. That is what the drills are for, is to drill rock.

(The photograph, here offered, was marked for identification DEFENDANT'S EXHIBIT R.)

Q (By Mr. Peterson) Defendant's Exhibit R for identification -- I will ask you to look at that photograph, and I will ask you whether you can identify it as a photograph of work in the Low Pass site and your equipment.

A I think it is. Yes, I think it is.

MR. PETERSON: We will offer this in evidence, Mr. Biggs.

MR. BIGGS: I am sorry. I didn't hear what you claimed for that. What is this, did you say?

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MR. PETERSON: That is a photograph of the wagon drill equipment on Low Pass.

MR. BIGGS: On the Low Pass job. And that has been so identified. No objection at all.

THE COURT: It will be marked as admitted.

(The photograph, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as DEFENDANT'S EXHIBIT R.)

Q (By Mr. Peterson) Now, Mr. McDougall, I stated gratuitously that that is a wagon drill shown in that picture. Am I correct?

A That is correct.

Q Yes. And could you tell by looking at that photograph and the surrounding area about what time in the progress of the job that would be? That is to say, would it be in December or February or March or January?

A I would say this was taken very early in the period of excavation in the Big Cut. There are several reasons. For instance, there is only one wagon drill showing there. That might have been -- I am not certain, because the date of the photograph isn't marked, but I presume it is the wagon drill that was employed in the period between February 10th and March 10th, 1953, for a period

A70 of 38 hours.

MR. PETERSON: That is close enough. I didn't wish to attempt to pin you down to a date, Mr. McDougall, at all. I just wanted to find out approximately when.

14 THE COURT: I think you could continue with your questioning.

MR. PETERSON: Yes. I was going to suggest, your Honor, -- I have another subject that I wanted to take up, and perhaps if it is agreeable with the Court I won't have to break in on it.

THE COURT: Yes. That is agreeable. It is very close to the recess time.

Mr. McDougall, you may step down from the stand.

(Witness excused.)

THE COURT: Ladies and gentlemen of the jury, it is time for us to recess again for the day, and it is to be remembered by you that it is your duty not to discuss the case among yourselves or with any other person on any subject concerning this trial.

You may be excused until 9:45 tomorrow morning.

(Thereupon, at 4:26 o'clock P. M. of this day, Wednesday, January 11, 1956, an adjournment was taken until tomorrow, Thursday, January 12, 1956, at 9:45 o'clock A. M.)

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

We, B. D. Peyton and Catherine Mulvey, Official Reporter and Official Reporter Pro Tem of the above entitled Court, certify that we alternately reported in shorthand the oral proceedings had and testimony given upon the trial of the above entitled cause occurring on Wednesday, January 11, 1956, before Honorable Val Sloper, Judge of the above entitled Court, and a jury, duly empaneled and sworn; that we have subsequently caused our shorthand notes, so taken, to be reduced to typewriting; and we each certify as to the portions so transcribed from our respective shorthand notes, that the foregoing and hereto attached 131 pages of typewritten matter, numbered 246 to 376, both inclusive, constitute a full, true, and accurate record of the oral proceedings had, testimony given, objections and motions made, rulings of the Court thereupon and exceptions taken thereto upon the trial of the above cause on Wednesday, January 11, 1956.

Dated at Salem, Oregon, this 11th day of January, 1956.

/s/ B. D. PEYTON
Official Reporter

/s/ CATHERINE MULVEY
Official Reporter Pro Tem

BF-188(3) Low Pass Sec., Siuslaw Hwy., 1956
East of Blachly
#3754
Folder #5

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,	)
Plaintiff,	)
vs.	)
STATE OF OREGON, by and through its State Highway Commission,	)
Defendant.	)

TRANSCRIPT OF PROCEEDINGS

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Plaintiff's Witnesses:	Direct	Cross	Redirect	Recross
Jack McDougall (Resumed)		379	394	413
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Ray H. Northcutt	426	448	--	--
Glen E. Kibbe	471	482	485	--
Orval E. Walsh	486	508	512	--

Plaintiff's Exhibit No.:	Description	Ident.	Rec.
57	Document entitled "State Highway Engineer's Estimates of Cost for Comparison of Bids, July 10, 1952"	405	405

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THURSDAY, JANUARY 12, 1956, the trial was resumed, pursuant to adjournment, at 9:45 o'clock A. M., and the following further proceedings were had herein:

THE COURT: Mr. McDougall, you may resume the witness stand.

JACK McDOUGALL, a witness produced in behalf of the plaintiff, thereupon resumed the stand, and, having been previously sworn, testified further as follows:

CROSS EXAMINATION (Cont.)

BY MR. PETERSON:

Q Mr. McDougall, you mentioned yesterday, I believe, that 16,000 yards from the Big Cut had been placed outside the neat lines south of station 95. Do you know the reason that it was placed there?

A Well, it has been my understanding that there was quite a little water in that draw, and if it was permitted to stand the way the plans were originally drawn, there would be a small lake impounded by construction of the embankment, and that might have a washing effect on the embankment near that station. The decision was finally made to fill the draw up to a certain elevation. Then the toe of the fill, I believe the draw was filled to a certain uniform elevation, then the toe of the fill was moved into the draw and brought up on a very flat slope to intersect the one and one-half to one slope shown on the plans.

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Q Now in the contract or plans there is no item calling for payment for fills, is there?

A I don't believe so, offhand.

Q What you bid on is the excavation plus your long and your short hauls?

A That is what we were paid on. That is what we bid on and were paid on, that is correct. The reason I hesitated about that fill, possibly that drain gravel that went into the trench around the perforated drain might have been paid that way, I don't know.

Q Now, to go back, I asked you the reason for putting this material in the bottom, as you mentioned, at station 99. I believe you called that in your testimony the other day as waste material. That is the way I recall it. Do you recall?

A I don't recall what I said. It was material that did not go into the roadway embankment section.

Q It wasn't wasted material?

A Yes, it would be; it would be surplus material from the net requirements of the roadway embankment.

Q Now you complained, in your complaint, that the plans--that the shrink factor set up in the plans misled you. Would you tell the Court and Jury how do engineers adopt a swell factor or shrink factor.

A It is my understanding that the adoption of a shrink

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factor or a swell factor is based on samples of the materials submitted to the State testing laboratory here in Salem. It is operated by the State Highway Department, and certain tests presumably are made there, and in view of the State's long experience in road construction, handling all types of materials encountered in the State, they can then inform their designing engineers the result of the tests; by correlating all the material at their disposal, such as the indication shown on logs of test holes, their own visual observations, their experience on other jobs, and so on, a compaction or swell factor within very close limits can be determined upon before the final design is completed. And the purpose is to create a balanced job, what is known as a balanced job, so that there will be no waste and no borrow. In other words, the modern engineering--the modern highway engineering techniques are so developed that normally speaking in most jobs, not in all jobs but in most jobs of the nature of the Low Pass job, the material removed in excavation will just exactly make the quantity of embankments required to complete the roadway. Now I say there are exceptions. Up the Columbia River Gorge, there are certain cases there where big fills are built out in the river, and rather than do very expensive rock work in the basalt cliffs along the Gorge, it was obviously efficient and economical engineering to borrow from sand and gravel sources, and build those fills out in the river far enough out to miss most of the rock cliffs. That would be a good example of the exception.

Q You have stated what your thinking is as to how the State Highway engineers adopt a shrink or swell factor. The question was how do engineers adopt it--you are an engineer, are you not?

A Yes, I am.

Q How would you adopt it?

A How would I?

Q Yes, how would you adopt a swell or shrink factor?

A On the basis of my past experience and information at my disposal as to materials to be moved into a new position on any given project.

Q Do you have any particular formula or do engineers generally have any particular formula by which an accurate determination can be made?

A I think there are various factors that enter into it. I am not familiar with the formula, if any, used by the State Highway Department.

Q And what would be the formula used by engineers generally?

A The formula would be based on the premise that dirt compacts and rock swells. The variations would be the

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elements of the formula indicated by the particular types of materials involved.

Q Then engineers generally--it depends upon a matter of judgment and a matter of experience, isn't that right?

A And a matter of laboratory tests.

Q Engineers generally--you didn't mention using laboratory tests. Do engineers generally use laboratory tests?

A I am not a designing engineer. I presume that the engineers generally do when they have laboratories available, such as the Oregon State Highway Department engineers do.

Q Now you of course are well aware of the fact that it was a matter of judgment at the time you filed this bid, isn't that correct?

A What was a matter of judgment?

Q The setting up of a swell or shrink factor.

A Mr. Peterson, I find it a little difficult to hear you.

Q I am sorry. At the time you prepared your bid in this case, you were aware that the setting up of a shrink or swell factor was a matter of judgment, is that true?

A Yes, that is true.

Q And would you say that a variation of six per cent between the factor adopted and the actual result was close?

A No, I don't think that is close.

Q You do not?

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A I do not. May I explain why?

Q Pardon?

A Would you like me to explain?

Q You are entitled to, by all means.

A Well, we handled here a quantity of 771,000 yards. Practically all of it had to be hauled, had to be put into something, some kind of a hauling unit, a carryall, scraper or a truck or even pushed with a bulldozer. That meant that we actually would move, if the original figures were correct, we would actually haul approximately five or six per cent less material in embankment than showed in excavation; with the net result, from the figures that I presented yesterday, of an overrun of about ten per cent, plus an additional difference of five and one-half per cent between what was shown on the profile, and 100 per cent, making a total of between 15 and 16 per cent more yardage that we had to handle in its swollen condition, due to swell of the sandstone after blasting, than we originally figured. Now 15 or 16 per cent of 771,000 yards is a lot of yards. In round numbers, 15 per cent would be another 116,000 yards, and to move 116,000 yards costs a lot of money. That is why it is important.

end
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Q (By Mr. Peterson) I believe you testified yesterday that you were going to move 284,000 yards, cubic yards, over the entire project by bulldozer and carryall. Will you tell the jury what you expected that to cost per yard?

A Our ----

Q I am asking for your estimate, now, prior to the bid.

A I am looking at the estimate. Our costs ----

Q Cost estimate; that's right.

A That is correct. Our costs are made up of several components. The columns are headed "Field Cost, Overhead." That is the overhead on the job that produces the operating cost. We have a column for "Plant Rental," which is the equipment ownership expense that produces the total field cost. In the next column, which we have headed "Profit," we have to include our general overhead and profit.

Now, do you want the total of all of those? Do you want just the field cost or the operating cost or the total cost or the final bid to the State?

Q You bid 45 cents unit bid for the entire project for all the excavation. Now, I am asking you, in setting up that 45 cents, how much did you allot to the moving, taking out and moving, of the 284,000 cubic yards?

MR. BIGGS: If the Court please, I suggest that counsel hasn't

A2

told the witness which column he wants the estimate taken from. Do you want it on all costs or the field costs or the operating costs? It depends on which of those items are included in the estimate. His estimate would include the whole thing.

MR. PETERSON: That is up to the witness. We have asked a very clear question, here, your Honor. They have set up a bid of 45 cents, I think it was, for the unit cost of ----

MR. BIGGS: I don't care to argue, Mr. Peterson. If you are content with the last one ----

MR. PETERSON: If you are content, I wish you would be so.

MR. BIGGS: Just so long as the witness knew which one was asked for. That's all.

A Referring to our work sheets in our bid, I have in front of me each of those various quantities of classifications of excavation that I gave you yesterday broken down to a field cost. Then at the bottom we have added the overhead, the rental, and the possible profit.

Now, because the figure for overhead rental and possible profit is added to an average cost figure, the percentages used should be adjusted downward for the common excavation and upward for the other excavation, -- what we have used as an average, because the field costs are averaged.

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Now, the answer to your question, the specific answer, A3 is that we figured 284,000 cubic yards of common excavation at a field cost of 17.7 cents. The total overhead rental and possible profit added to that particular item, when it was averaged in with the other costs, comes to 20.8 cents, making a total for that unit of 38.5 cents.

Now, that is out of line, because the percentage of overhead rental and profit applied to the common excavation is obviously too high, because it has to be averaged in with the more expensive classes of excavation, including the solid rock.

Q (By Mr. Peterson) Now, the same figure for the same purpose on your 238,000 yards that were to be removed by the Tournapulls.

A 12.2 cents field cost.

Q I didn't get that.

A I said it is 12.2 cents for the field cost and 20.8 cents for overhead rental and possible profit, making 33 cents.

Q And for the 192,000 yards that you expected to rip, sir, what is the figure?

A And remove with Tournapulls. The field cost is 17.3 cents, the overhead rental and profit add 20.8 cents, making a unit of 38.1 cents.

Q And the 115,800 cubic yards that you anticipated that you would have to shoot and blast.

A The field cost is 55.3 cents; the overhead rental and

A4

profit figures 6 cents.

Q What was the last, sir?

A I beg your pardon. 20.8 cents, making a total of 76.1 cents.

Q Now, these items, the second item in each case that you read -- what did that cover -- that is, first you gave the field costs, and what was the second one, now, in each instance? What did that cover?

A Job overhead.

Q Job overhead. And now you mentioned profit in these computations. Do you have profit in there?

A Yes.

Q In other words, that includes profit also?

A That's right.

Q Now, you ----

A Wait a minute. You left out plant rental. Don't forget that.

Q I beg your pardon?

A You left out the equipment ownership expense.

Q That is included in here, too, is it?

A It certainly is. We had almost as much equipment, in value, first cost value on the job, as the contract amounted to.

Q I was just asking. I don't know, myself.

A It cost money to furnish it.

A5

Pardon me, Mr. Peterson. I might suggest that to complete your figures so they will come out, ----

Q By all means.

A -- you should add in the additional item of 17,200 yards of channel change and drainage excavation.

Q That is under a separate agreement you took care of later, was it not?

A No, sir.

Q Was that in the contract?

A It was ----

Q Go ahead.

A The item I am referring to I gave you in testimony yesterday. It was a component classification of the bid item of 847,000 yards. We have 17,200 yards at a field cost of 68 cents.

MR. LINDAS: What was that, Mr. McDougall?

A 68.

MR. LINDAS: Oh, 68.

A (Continuing) And you add on it 20.8 cents average overhead rental and possible profit unit, and our unit becomes 88.8 cents.

Q (By Mr. Peterson) Now, getting back to the 115,800 cubic yards that you expected to shoot, how much of that was in the Big Cut, -- did you anticipate would be in the Big Cut?

A6

A We have the classification broken down according to stations, so I can give you the exact figure. Between Station 73 plus 00 and Station 106, we figured on shooting 115,800 yards of rock. Now, by reference to the profile, Station 76 is just to the west end of the Big Cut. Station 106 takes in a side hill cut immediately to the east of the Big Cut, in which there was a total of 15,000 yards of excavation, approximately. Now, how much classification, how much rock classification, was figured to come from that cut I don't know, but I do know that when we prepared the cross sections for the determination of the amount of rock that we assumed we would encounter in the Big Cut we produced this total of 115,800 yards.

Q In other words, 115,800 is in the Big Cut?

A Is in the Big Cut; that's correct.

Q Now, the 192,000 yards that you expected to rip, where was that? Was that in the Big Cut?

A 156,000 -- I will have to make a computation.

Q Take your time.

A (Continuing) I am short-cutting in the interests of brevity, here. We worked first from the net figures shown on the title sheet of the profile, which is lower than the bid quantities set up in the proposal. In this case the quantities were increased about 9-1/2 per cent, so the net quantity of material that we figured to rip

A7 from the Big Cut would be the figure I have here, 156.703 -- 156,703 yards times 109 per cent, -- about 171,000 yards

3 of the 192 came from the Big Cut.

Q Not came, but what you anticipated.

A What we figured, yes. I mean came into these figures from the Big Cut.

Q That was the figure you estimated you would have to take out of the Big Cut?

A That's correct. I am just using a slide rule, here. You will have to let me talk in round numbers when you ask for this. There are slight adjustments of the computations.

Q That is agreeable. Now, you mentioned yesterday, I believe it was, that at the time you were preparing this bid, here, that you had available equipment that was not in use. Do you remember that correctly?

A I think I said we had equipment that was coming idle.

Q Yes. Something like that, yes. And you mentioned also -- and I quote from page 298 of the transcript -- that "if a contractor is so conservative that he figures on having to drill and blast every piece of material that looks a little bit harder than common dirt, he is wasting his time and money in figuring and submitting his bid, because the competition won't let you get the contract. It is too competitive a business." Now, I take it that

A8

you were present at the opening of the bids, the public opening, on July of 1952 -- I think it was July 10th and 11th -- whichever the dates are. You were present at that time, were you?

A No, I was not.

Q You weren't present when the bids were opened?

A No; I remember the circumstances. I had an out-of-town visitor who came into my office, and we sent the bid down to the Imperial Hotel in Portland, where they were opened, by another man. He brought back the returns.

End
C-2

P-3
K-7

Q Now on your behalf, in his opening statement your counsel, speaking of the million dollar bid that was filed in this case, said as follows: "That was over a million dollars, and that was just I think on the irresponsible, I might say irresponsible bid of a noncompetitive contractor who figured it at all rock and wouldn't take a chance."

My question is -- do you agree with your counsel that the million dollar bidder, in excess of a million dollars, that that was an irresponsible bid?

A I didn't know such a word had been used. The point made was that ----

Q (Interposing) You can answer yes or no, then you can explain any way you wish.

A You asked me do I agree that it was an irresponsible bid?

Q Do you agree with your counsel that that was an irresponsible bid?

A No, I don't believe the word irresponsible should be applied to that bid.

Q Now do you agree with counsel that that particular bidder was a noncompetitive contractor who figured it at all rock and wouldn't take a chance?

A That is correct. I do agree with that.

Q Now, isn't it a fact that that is just what you did here, you took a chance on this thing?

A There is a certain element of chance in every job, so

k-8

the answer to your question is yes. We take a chance on weather, we take a chance on how much wage scales might be increased, on how much dynamite might go up in price, and how much diesel oil might increase in price. There is a chance taken in every business venture, so the answer is yes.

Q Having taken the chance and secured the bid from eight other bidders, you are now here asking the jury to up that bid, your bid, to almost a million dollars?

A To what?

Q To renegotiate your bid now by paying you almost a total of a million dollars, isn't that correct?

A Yes, in accordance with the terms of the contract.

MR. PETERSON: That is all.

REDIRECT EXAMINATION

BY MR. BIGGS:

Q I take full responsibility for the use of the word "irresponsible".

When you endorsed the use of the word "noncompetitive" would you amplify that a little? We are referring now to the high bid. The question I want to ask you now is whether the descriptive word is applicable only in view of the information that was available to the bidders at the time; is that correct?

A That is correct.

Q Is there generally in your experience in this field a wide disparity between bids, Mr. McDougall?

A Yes.

Q Where some nine or ten contractors are bidding?

A Yes. It can be very wide and it can be very close, between individual bidders, as was the case in this job. The second bid, I believe, was just about one per cent above our figure.

Q Then the third bid, do you know about where it was?

A Well, I have them all right here with me.

Q But there were two or three that were quite competitive?

A Yes.

Q Do you know what the State's estimate was?

A Yes.

MR. LINDAS: If the Court please, I would like to be heard on that. First, I might ask a qualifying question.

THE COURT: You may.

MR. LINDAS: Did you have the benefit of the State's estimate before you bid this job?

A I did not.

MR. LINDAS: Therefore I object, your Honor.

A Neither did any member of my firm, to my knowledge.

MR. LINDAS: In fact, no contractors ever have the State's estimate before they bid a job, do they?

A They certainly do.

k-10

MR. LINDAS: They have the State's estimate before a bid?

A I have been offered the State's estimate before bid, by State Highway Department employees, and I would not look at them because I did not want to be influenced by their thinking.

MR. LINDAS: You did not have them in this case?

A No.

MR. LINDAS: We object then, if the Court please.

MR. BIGGS: If the Court please, they opened up this subject on cross examination as to the size of the bids, and have implied in their examination of Mr. McDougall that his bid was improvident and reckless to the point that it was an unjustifiable bid.

THE COURT: If you wish to be heard on it, we will excuse the jury to the jury room.

(The Court, counsel, and the reporter thereupon retired to Chambers, where the following occurred without the presence of the jury:)

THE COURT: For the sake of the record, what was the last question?

MR. LINDAS: The question was "Do you know what the State's estimate was?"

THE COURT: Yes, and the next question, I presume, will be "What was it?"

MR. BIGGS: No, I think at this time I will request the State

k-11

to produce its bid, and offer it in evidence. I anticipated that your objection would be that it would not be the best evidence. I will go ahead, if you will not produce it, and ask him if he knows what it is.

MR. LINDAS: We have it and can get it for you. I thought this was as good a time as any to raise the issue concerning it.

MR. BIGGS: This is not the point that I planned to bring it in, but the matter came up on redirect examination after Mr. Peterson impliedly belittled the imprudence of his bid. I wanted now--I should have said on Mr. Peterson's cross examination--I wanted now on redirect to show through this witness that certainly, judged in the light of the State's estimate, it was a very prudent bid; that is the reason I want now to put it in.

I think, however, as a part of our case in chief, either to be presented at this time or through one of your adverse State witnesses, it is competent evidence of the State's own appraisal of the conditions that were out there on that job, because they make their own cost estimate for the project.

THE COURT: I think we might as well consider it on that basis.

MR. BIGGS: Yes. I do not think a procedural question is involved at this point.

MR. PETERSON: I do not agree with counsel that it is admissible.

k-12

In the first place, it had nothing to do with Mr. McDougall's setting up of his own estimate. It was confidential, and contrary to Mr. McDougall's statement, those are not public to anyone prior to the time of the letting. Further, it is confidential and has nothing to do with the bid. More importantly, is this aspect here--the only use that possibly such a bid could be put to would be where a mutual mistake had been pleaded. Here there is no mutual mistake pleaded, and in that case it would have to be pleaded on the basis of some equitable relief such as rescission of the contract. Here, this is a suit in an action at law, and for recovery under the contract, and I think it would be a mistake to let it in; it has no bearing on the estimate he made at a time when this was not available to him.

MR. BIGGS: If the Court please, if you will indulge us a little further, I think it is a good time to reexamine the gist of this whole lawsuit--what it is all about and where we are going.

The action itself is brought on a contract. The contract contains a clause, Section 5-11, that provides whenever the contractor encounters subsurface or latent conditions materially differing from those shown on the plans, or encounters unknown or unusual conditions not ordinarily encountered or generally regarded as inhering

k-13

in the type of work called for by the specifications, then the bid price on the contract should be adjusted to account for or to provide for an increase or a decrease of costs. It works both ways. It is our position, if the Court please, that there were present both of those bases for modification of the contract here.

MR. ROCKWOOD: Modification of the price.

MR. BIGGS: Yes. Or an increase of the costs, on both grounds--first, that there was a material difference between the materials shown on the State's own drawings and the conditions actually encountered. And secondly, that there was an unknown or unusual condition which would not ordinarily be encountered in the situation that confronted the estimating and bidding contractors in this particular case. Now to determine those questions, whether or not they were materially different from the State's drawings, we have got to know and to show what those drawings reflected. We have shown what is patent from the drawings. It is important also to know that there was no mistake made in the drawings, that the State itself in preparing the drawings was completely mistaken just as the contractor was as to conditions out on the job. That goes to both points to show that the project was designed on the basis of an anticipated quality of material different than that which was

k-14

encountered, and that it was a condition that was unknown and unusual--unknown to both parties to this contract.

Now in addition to the drawings, how the State estimated the cost of the project is extremely relevant and important. It shows how they regarded the materials, if the excavation were to be of materials readily compactable and soft, easily removable materials, the cost would be low since excavation from the Big Cut accounted for five-sevenths of all excavation work on the contract. If it were rock or some quality of material that would be expensive to remove, it would be reflected in their costs. In their cross examination at this point they are criticizing the lowness of the contractor's bid. We can show by their own estimates that they figured it an even less expensive project to do than the contractor did himself. So it is very--this material is very relevant, and of course it is highly revealing.

The courts in passing upon claims of this kind, the federal courts, have always commented on the fact it was a mutual mistake. We are not pleading fraud, not saying that the State wilfully defrauded them. We are saying that the State, by reason of its own mistake in appraising these things, estimated the job

k-15

the same way we did and the same way many other prudent contractors would have done. How they reflected that in the costs that they estimated the project would have required is precisely what we are trying to show at the present time.

In addition to that, if the Court please, whether these estimates are made available to contractors in advance is wholly immaterial. The question now is--what was their own thinking about it? And the official action that the Commission took is premised upon the official action of the employees, the expert engineers that the Commission employs to advise them on these matters. We are asking now that the Court simply be advised, through their estimates, what that action was, as an inference that the State itself was mistaken. That is all there is to this, as I see it.

MR. LINDAS: I have just this further thought, your Honor. The question in this case is not what the cost of removal should be or could be or might be, but what was in the earth. If he found something in there that was different than he expected to be in there, that is one thing, but if what he found there is what he anticipated it to be, the fact that the costs adopted or selected or thought to be the cost of removing it would not have anything to do with the type material that was in there. For

k-16

instance, I think we will be able to show that this same identical sandstone in there, had it been laying in horizontal layers, could have been removed without the necessity of blasting because the teeth of the ripper could then get under the smaller shale layers and rip it out. These extra costs were brought about by the way the layers were tilted, not because it was sandstone or because he found something he didn't expect to find there, and the cost is not indicative of anything concerning the type material that was there.

MR. BIGGS: We are speaking of conditions, your Honor. It may be rock, it may be rock in one position or another position. We are speaking about the conditions found there being different from those shown on the plans and profiles, and being an unusual and unknown condition. The fact that the agency is mistaken is very relevant and is commented upon consistently in the cases.

Now more than that, if the Court please, unless it is a procedural block that stands in our way, I think there is no question but what we can show that as an admission, by the Commission, in authorizing the project that they did it on the basis of an estimated cost lower than our bid price. If it had been very much higher they could not have let the job because they were bound by their estimates, this being a Federal Aid project.

k-17

There is no question about the admissibility in this kind of case about another party's own actions, or in this case, estimates. It seems to me a representation of what they were thinking, and what they were thinking is highly relevant when their engineers were authorized to design the project.

MR. LINDAS: If he did not have the cost estimates, he could not possibly have been misled by it--if he never had it. Now the thing he is saying is that he encountered materials that were materially different. There will not be a showing here and cannot be a showing by the plaintiff that the State was ever misled by the condition that was there. Now the State's own cost estimates are made solely and simply for the comparison of bids. It has nothing to do particularly with the material that is in there--or let me put it this way--the condition he is speaking of is that he found subsurface conditions and material of an unsual nature not ordinarily inhering in this work. Now the question is not what the cost estimate by the State would be to remove it; the question is what he found there different than he is alleging the plans show, the test log shows, and the shrink shows. It has nothing to do with the cost estimate the State made for the comparison of bids, and he never had it and never saw it and could not have been misled by it.

k-16

THE COURT: I do not think it is a question of being misled by the State's estimate for the obvious reason that he did not see it. I will permit the witness to testify as to the amount of the State's estimate, or introduction of an exhibit for that purpose. I think that perhaps at a subsequent, proper time, an instruction to the jury might limit the purpose for which they may consider the evidence.

end
P-3

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(Thereupon the Court, counsel, and the reporter returned to the courtroom, where the following occurred in open court within the presence of the jury:)

MR. BIGGS: If it please the Court, counsel has now handed me from his files the original estimate made by the State of the cost of this job. It includes in the form handed to me some other estimates which would not be material to this case -- that is, on other projects, -- and since it is an original they would like to have it returned, but they have also supplied a photostatic copy of the estimate data that is relevant to this particular case, and I am quite willing to have that substituted in lieu of the original, that being agreeable with counsel.

MR. PETERSON: Yes.

(The document, so offered, being entitled "State Highway Engineer's Estimates of Cost for Comparison of Bids, July 10, 1952," was thereupon marked for identification PLAINTIFF'S EXHIBIT 57.)

MR. BIGGS: I now offer this in evidence, if the Court please.

MR. PETERSON: No objection.

THE COURT: It may be marked as admitted.

(The document, so offered and received, having been previously marked for

A10

identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 57.)

Q (By Mr. Biggs) Have you ever seen this estimate before, Mr. McDougall?

A No, I have not.

Q Will you state what the State's estimate of the cost of this project was, total cost?

A Referring to Exhibit No. 57, the total cost shown for comparison of bids is $741,151.50.

Q And how much did you bid? What was the total amount of your bid?

A $753,510.

Q Your bid was $12,000 higher than the State's estimate. Is that correct?

A A little over $12,000 higher than the State's estimate. That's correct.

Q Counsel asked you if it isn't a fact that every contractor assumes risks. Do you care to comment any further about that, and particularly the extent to which responsible contractors attempt to eliminate all the risks?

A As I stated yesterday, we are not in the construction business to gamble. We are in it to make a respectable living. We are faced with the usual business risks of any business ventures. I mentioned a few of them. In

A11 outdoor work of this kind weather is a risk that we can't do a thing about. But the reason that we go to the lengths that we do in preparing our estimates so carefully is primarily to reduce the guesswork and the chance-taking to the lowest possible minimum, and we go to extremes to do that.

Q What would be the effect on the ultimate cost to the State of projects of this kind, if contractors, assuming that these contracts were pure gambling transactions, estimated only prices that would be sure to protect them against every possible risk?

MR. LINDAS: If the Court please, I object to that. I think that is improper and irrelevant.

THE COURT: I will sustain your objection.

Q (By Mr. Biggs) Go ahead. You cannot answer that question. You cannot answer that question. I would like you, however, to say, if you will, whether or to what extent the work that you do in actually attempting to prepare responsible bids reduces the ultimate cost.

A By taking advantage of every means at our command to eliminate the speculative element or elements in a bid, we are then putting ourselves in the position where we can and are willing to undertake a contract at a lower margin of profit than if we had to include in that bid a large amount of money for contingencies that, if they

A12 did not occur, would simply cost the State a lot of money and would be out of proportion to the cost of the work.

Q Going to another subject, Mr. McDougall, I think on direct examination you were asked the question whether you had ever hired, or your company had ever hired, a geologist, and I believe your answer was "Yes." Was that in connection with the bidding of a highway construction contract?

A No, it was not.

Q Have you ever hired a geologist to assist you in estimating the cost of a construction contract?

4 A We have not.

Q I believe you were asked, also, whether you ever drilled a test hole in connection with preparing a bid on a construction contract, and you answered, "Yes." Was that on a highway construction project?

A No, it was not.

Q What was that in connection with, Mr. McDougall?

A Well, we have drilled test holes on different types of projects. The one I referred to yesterday and I have in mind by reason of the way the question was put was in connection with a railroad job where a large fill was to be constructed from material to be obtained from a borrow pit that was of such shape, by reason of certain

A13

property lines, that the railroad could offer this pit and put it up to the contractors, giving them, with plenty of time in which to do so, the opportunity to make their own study. If common materials could be obtained at one end of the borrow pit it would be a very cheap job. However, if we ran into rock at the end of the borrow pit to which I am referring at a depth of just a few feet, we would then have to increase the length of the haul, so that the problem was whether or not we were going to encounter rock at this depth.

Now, in that particular case, the rock in the area was known to be rather disintegrated, and so on, so we ----

Q Did that involve excavation up to a depth comparable to the Big Cut in this case, Mr. McDougall?

A No, it did not. The Big Cut is unusually deep.

Q State, if you know, what the practice is among contractors in the state as to drilling their own test holes in preparing bids on State Highway construction contracts.

A The practice is not to drill test holes in the preparation of bids for State Highway contracts. The time is too short. The State has been in the habit of doing it. It just makes sense. It would be rather ridiculous to have a dozen contractors all out drilling holes in the same cut in a period of a few days.

Q Do you know how long it took the State to drill the test

A14

hole in question here?

A I do.

Q How long was that?

A We were told ----

MR. LINDAS: If the Court please, I will object to it if it is on a hearsay basis, -- what he was told.

THE WITNESS: It is the only way I could find out. I wasn't present.

MR. LINDAS: Then I object to it.

Q (By Mr. Biggs) Is that based upon just hearsay testimony, or is that based upon sworn testimony given by depositions in this case, -- your understanding of it?

A It is based upon sworn testimony given by a State employee in the depositions taken in this case.

MR. LINDAS: It is still hearsay, your Honor.

MR. BIGGS: If you are objecting to it, we will wait until your witness is on the stand.

MR. LINDAS: Very well. I will object to it.

THE COURT: I will sustain the objection.

THE WITNESS: I might add, I did not know at the time that we submitted the low bid how long it took them to drill the hole. They didn't offer that information then.

Q (By Mr. Biggs) You were asked also if all contractors did not submit their costs on the basis of a two-shift operation, and I believe you said, No, that they did not

A15

all do that. Have you checked your records to see whether your estimate was made on the basis of a single- or a double-shift operation?

A No, I have not.

Q Is that easy to do, or will it take you some time, and can you bring that in at a later stage of the case?

A In the case of this particular bid, it would take some time to determine.

Q Very well. We will discuss that in connection with the cost later.

A I might add that I personally did not make the computations. They were made by Mr. McGary.

Q Now, with respect to the slopes that the cut is designed to produce, state whether the need of material to fill the embankments would justify steepening the slopes of a rock cut if there is available other material which could be borrowed at a less cost of excavation.

A Certainly not, because the rock would be more expensive material.

Q Is that so generally known and regarded by contractors in the business?

A Yes, sir.

Q In connection with this particular project, Mr. McDougall, do you know whether, if there had been a need for material more than the excavation would produce within the plan as

A16 defined, some of the material could have been borrowed at a much lesser expense than through the excavations from the Big Cut?

A Yes; on either side of the Big Cut.

Q And how could that have been done?

A Simply by either flattening the slopes of some of the dirt cuts, particularly on the extreme east end where there was no danger of undermining the old highway, and also at various places on the east side of the -- I mean on the west side of the Big Cut, it would have been possible to widen cuts without undermining the old highway in material that could have been dug without either drilling or blasting or even ripping to the extent of hundreds of thousands of yards, if they had been needed.

Q In your opinion, could the Big Cut have been designed on a 1/2 to 1 slope successfully and soundly, from an engineering standpoint?

A For its full depth?

A Yes, sir.

A Yes, from the overburden down, and that is proven by the way the slopes are standing today on the 1/2-to-1 section of the cut.

Q Can you tell us about how much excavation material from the Big Cut would have been saved if that reduction in slopes had been made from the top down?

A17 A We have computed the figure at approximately 133,000 yards.

Q Could that much extra material have been borrowed from sources nearby more easily excavatable?

A Yes, more easily and more cheaply, of course.

MR. BIGGS: That's all.

RECROSS EXAMINATION

BY MR. PETERSON:

Q Mr. McDougall, you mentioned that the second highest bidder was $767,000. Do you know what the other bids were?

A I have them all right here as they were read.

Q Would you read them to the jury, please?

A Do you want them in the order from our bid up, or in the order they were read?

Q You have read the first two. Now, read beginning with the third, sir.

A $821,772.

Q And the next one.

A $848,206.

Q And the next one.

A $849,220.

Q And the next one.

A $925,436.50.

Q And the next one.

A18

A $973,467.50.

Q And the next one.

A $987,740.50.

Q And the last one.

A $1,076,826.

Q Do you know or happen to have there the unit price excavation of all those bidders?

A Yes, I have.

Q Would you care to start with your own and read through what the unit price excavation was?

A Do you want just the unit price of Item 4? Is that correct?

Q Yes.

A With no regard for any adjustments made in other items?

Q Yes, that's right. These are all estimated costs, -- just the estimate, bid costs, I should say.

A Our bid was 45 cents. The second bid was 40 cents. The third bid was 54 cents. The fourth bid, 60 cents; the fifth bid, 67 cents; the sixth bid, 72.5 cents; and the seventh bid, 75 cents; the eighth bid, 68 cents; and the ninth bid was 39 cents.

Do you want the State's bid, the State's estimate on it?

Q If you have it there.

A 50 cents.

MR. PETERSON: I think that's all.

A19 MR. BIGGS: That's all.

THE COURT: You may stand down.

(Witness excused.)

End
C-4

P-5
k-19

(The Court, counsel, and the reporter thereupon retired to Chambers, where the following proceedings occurred without the presence of the jury:)

MR. BIGGS: At an earlier stage of the proceedings, if the Court please, I indicated it would probably simplify things if I filed an amended complaint to take care of the matters involved toward the completion of the job. I have now prepared a second amended complaint which has been verified and is ready to file. It has been served on counsel for defendant, but I would like to call counsel's attention to a brief insert we made on page 8.

MR. CORY: I made it on Mr. Peterson's copy.

MR. BIGGS: I see.

MR. PETERSON: Yes, it is here.

MR. BIGGS: At this time, if the Court please, we ask leave to file the second amended complaint, with the stipulation that the defendant's answer presently on file may stand, if they so desire, as an answer to the second amended complaint, and that our reply now on file may stand as the reply to defendant's answer.

MR. PETERSON: I might say that I have not read this yet, counsel. In what respect is it different?

MR. ROCKWOOD: I drew the original complaint, and in order that we might be at issue by trial date, since the job was not completed and we were not entitled to all the money we were to get at the completion of the job--the paving had not been done, and various things of that nature--so drafting of the complaint was very complicated arithmetically. Since the job is now complete, that is reduced to one sentence about the money we are entitled to. Incidentally, you will see where the original reply indicates the amount was $295,000, and our prayer at this time is $274,000, which will be explained by a witness.

THE COURT: May I suggest this, Mr. Peterson, that you might study this during the noon recess, and if you have any objections prior to the time we reconvene this afternoon, you can state them.

MR. PETERSON: Yes, I will do that, your Honor.

THE COURT: I might state that it is our practice here involving cases with a large number of exhibits to have counsel, if they desire, enter into a stipulation that they may read any one of them either in whole or in part to the jury at any time they desire to do so.

MR. PETERSON: That is agreeable, your Honor.

MR. BIGGS: Yes, that is agreeable, your Honor.

MR. PETERSON: I might say, your Honor--I overlooked a question and I ask permission of the Court to recall the witness k-21 to the stand.

THE COURT: Very well, you may do so.

(The Court, counsel, and the reporter thereupon returned to the courtroom, where the following occurred in open court within the presence of the jury:)

JACK McDOUGALL, a witness in behalf of the plaintiff, was thereupon recalled, and, having been previously sworn, testified further as follows:

FURTHER RECROSS EXAMINATION

BY MR. PETERSON:

Q Mr. McDougall, on your redirect examination you told the jury that on a number of occasions, I believe, that State Highway employees had offered you the estimates of the State's bid in those particular instances, or the State's estimates on those particular instances, prior to the time of the opening of bids. Did I understand that correctly?

A No, I did not say that there had been a number of instances. I said it had occurred.

Q How many times?

A I am thinking of one particular instance. It might have been oftener than that, but one was when I was offered a group of estimates of several jobs that were coming up for bids.

k-22

Q State when that offer occurred, as near as you can recall.

A The last time?

Q Let's start with the first time you had such an offer, and tell us when it was made.

A In 1953.

Q And where was it made?

A In my office.

Q And by whom, sir?

A A State employee.

Q By whom?

A I do not remember, but I will tell you what he was doing in the office--he was one of the accountants that Mr. Clymer sent in there originally to get our cost information, and I believe it was after Mr. Clymer's death that he offered us a schedule of estimated costs of a group of contracts. July '54

Q And these were estimated costs upon a group of contracts that were to be let at a future letting, is that correct?

A That is correct.

Q And you do not know the name of that person?

A No, I am not prepared to swear to the name of the person.

Q Do you know all of the estimators and analysts in Mr. Clymer's office or department when he was there?

A No, I do not.

k-23

Q But you knew this man's name at the time he made it?

A Yes, and I think I know who it was now.

Q Tell us.

A If my memory is correct, I think it was Mr. Kayser.

Q You are not sure of that? We would like you to be sure of that.

A Ask Mr. Kayser.

Q Well, of course at this time we are asking you, sir.

A That is my recollection, but I said I was not prepared to point my finger at Mr. Kayser and swear to it. That is my best recollection, however.

Q Do you recall on what particular estimates those were?

A It was probably the next forthcoming State letting, something like that.

Q All right. When was the second time that occurred?

A Occasionally, in looking over these jobs, an engineer will make a remark that the estimate on such and such a job is supposed to be so much. That is an informal way that it is offered. The bonding company representatives seem to have that information available constantly, and there is an explanation for that if you care to hear it, what they give.

Q I would like to have, first, the next time someone offered you an estimate--who it was and when and where.

A That is the only occurrence that I recall specifically.

k-24

There have been other times when engineers have said the estimate on this project is approximately so much money.

Q Yes. Now the first of those other times was on which occasion?

A Pardon?

Q The first of those times--you said other times.

A No, I don't say that was the first of the times. That was only 1953. We have been bidding on State Highway jobs since long before 1953.

Q Mr.--

A (Interposing) When Mr. Lindas made his remark, I was specifically thinking of the list of job estimates for a full letting, in my office.

Q Now I am asking you, because of the seriousness of your remark, to tell the Court and the jury all of the instances where you have been offered the State's estimate by a State employee prior to the time of the public letting of the bid project.

MR. BIGGS: If the Court please--

A That was the only time when it has ever been done in writing.

MR. BIGGS: This is irrelevant, incompetent and immaterial.

MR. PETERSON: It was brought out by your own questioning.

MR. BIGGS: How far do you want to pursue it?

k-25

THE COURT: I will overrule the objection.

Q (By Mr. Peterson) You may go ahead and answer the question.

A I said that was the only time such estimates have ever been offered to us in writing. I said that other times, the details of which I do not recall, the names of the specific employees of the Department I do not recall, they have said, "I understand the State's estimate on this job is about so much." I also said we were not interested in those estimates and didn't want that information prior to making up our own bids because of the possibility of influencing our own thinking. So I have never paid any attention to it, to the point of remembering specific instances when some specific employee of the Department said a job was supposed to be estimated at so much.

Q Did you say that one of these offers of the estimate was in writing?

A I said the one made in my office was the only time I had ever been offered a list of estimates on a printed form.

Q Who was present at the time that offer was made?

A The man who made it.

Q Who all was present--just yourself?

A I don't recall who all was present; possibly the other accountant.

Q Were there two people there?

A I don't remember whether there were one or two there.

MR. PETERSON: That is all.

FURTHER REDIRECT EXAMINATION

BY MR. BIGGS:

Q Counsel alleged it as a serious matter; do you so regard it, Mr. McDougall?

A It is not a serious matter to us for the reason that we don't want those estimates.

Q What is the practice, if you know, among the federal contract letting agencies or others with respect to supplying contractors with their own estimates? Is that unusual or uncommon?

A It varies. Some federal agencies withhold their estimates and read them at the time of the bid opening, like the Army Engineers, for example. The State of California Highway Department publishes and makes available to anyone who is interested, contractors and others, ahead of time, an all-encompassing figure that includes the total funds earmarked for a contract, and from those it is easy, if you want to go to the trouble of doing so, to make a deduction of a certain nominal percentage for engineering and find out how much they have to pay for right of way, and the balance is left for construction k-27 purposes.

Q It is merely a matter of policy then with different agencies, is that correct?

A That is correct. It bears no importance in our minds except for the one psychological factor of--I object to people working for us, using information from sources such as that where they are not familiar with all the details that went into making up an estimate. One of the main objections we have, that I personally have, against our employees talking about an engineers' estimate, is that they don't find out and they are not told and don't know when that estimate was made. It might have been made five years prior to the letting of the project, and the project shelved for that time. In the meantime, costs have gone way up, and if they use an estimate that is completely out of date, and are guided by that, even subconsciously--I don't mean consciously--but they are influenced by it in their thinking, and that is what I object to.

Q When he said "serious" I presume Mr. Peterson implied some kind of moral laxity or problem involved. Do you so regard that anything of that nature is involved in submitting estimates?

A I didn't get that.

Q Do you so regard it as a moral problem--I think that

k-25

was the implication of his question when he said it was a very serious charge that you make.

A Well, I'm not prepared to comment on that.

Q All right.

A Now if I may--I beg your pardon--during the recess I reexamined the bid in order to answer the question whether it was figured on a one- or two-shift basis.

Q All right, you may go ahead.

A It was figured on a one-shift basis.

Q Why was it so figured, Mr. McDougall?

A Because there was sufficient time under the original contract to allow for its completion; assuming that the classification worked out the way we estimated that it would, we would havecompleted the contract within the original time limits, given any kind of break in the weather.

MR. BIGGS: I think that is all.

MR. PETERSON: That is all.

(Witness excused.)

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RAY H. NORTHCUTT was thereupon produced as a witness in behalf of the plaintiff, and having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you please state your full name into the record, Mr. Northcutt?

A Ray H. Northcutt.

Q Where do you live?

A I live on my farm in Clark County, north of Vancouver, Washington.

Q How long have you been a resident of that community, Mr. Northcutt?

A Since my retirement four yearsago.

Q That would be in 1952?

A Yes.

Q What has been your occupation during your active years, Mr. Northcutt?

A Well, for twelve years prior to that, from 1939 until 1951, inclusive, I have been vice president and northwest manager for Guy F. Atkinson Company, contractors.

Q Would you tell us what kind of contracting work the Guy F. Atkinson Company was engaged in during that period of time when you were associated with that company?

A Well, I first became associated with the company in the k-30 summer of 1923, after my freshman year in Oregon State College; and during the ensuing 29 years--

Q Would you keep your voice up, please ?

A Yes. During the ensuing 29 years after that, the company has been engaged in various--almost every kind of construction--heavy construction such as highways, bridges, tunnels, dams, highway paving, breakwaters, jetties--industrial construction and so forth.

Q Would you name just a few of the major projects that the Guy F. Atkinson Company performed or carried out while you were associated with them during those 29 years?

A Well, we did the dam--

MR. PETERSON: (Interposing) May I interrupt, your Honor. May I object to the question as being too general; the Guy F. Atkinson Company is a large concern, and I suggest that the answer be limited to this area.

A In this area, we have built the Dorena Dam, the McNary Dam.

Q (By Mr. Biggs) Where is Dorena Dam?

A Southeast of Cottage Grove. Now the first project I was on, for example, was in western Lane County. It was at the time the largest highway project let in the State of Oregon. It was about five miles west of this present project that is under consideration here.

k-31 Q Was that in connection with constructing the present old road, the Siuslaw Cutoff Road?

A Well, from Blachly westward for 25 miles.

Q That was your first job, the first one you worked on after you were out of college?

end P-5 A Yes, that was the first.

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A20

Q (By Mr. Biggs) What were your duties at that time?

A On that job I drove a four-horse and six-horse team hauling supplies over this Low Pass highway when the road was impassable to truck, and drove truck and kept time for two years, -- powderman's helper, various jobs that a young man in construction does.

Q I am going to ask you to trace your career with Guy F. Atkinson in a few moments, but right now I would like to ask you to proceed to tell us about some of the important projects that Guy F. Atkinson Company has done in this state.

A Well, Dorena Dam, for example.

Q You spoke of McNary Dam.

A McNary Dam.

Q That is up on the Columbia River?

A Yes. The The Dalles Dam is presently under construction. We have three of the five contracts at the The Dalles Dam now. Oh, the Wilsonville Bridge on the present freeway out here. Bridal Veil overpass for the Oregon State Highway Commission.

Q Where was that -- Bridal Veil?

A Bridal Veil.

Q That is out along the Upper Columbia?

A Lower Columbia River Highway.

Q Lower Columbia River Highway?

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A Yes.

Q Is it east or west of Portland?

A East of Portland.

Q East of Portland as you go out toward Pendleton. Is that correct?

A Right.

Q That is the present road, is it?

A Yes.

Q Yes, sir.

A (Continuing) On the old highway and railroad relocation south of Lookout Point Dam area in Oregon, tunnels and sewers, sewage disposal systems in Portland.

Q Have those jobs required the excavation of materials from their normal place, Mr. Northcutt?

A Yes, sir.

Q Guy F. Atkinson Company operates in other states, as well as Oregon, does it?

A Yes; principally in California, Oregon, and Washington. My responsibilities were for Oregon, Washington, and Alaska during the past 12 years.

Q Now, will you just trace briefly your career with Guy F. Atkinson Company after you got out of college and started to work for them?

A Well, the usual -- oh, from timekeeper I got into equipment maintenance, and purchasing. I bought in later years

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heavy construction equipment, supplies, and materials. I became assistant job manager on a number of projects, oh, back as early as 1930, '31. During 1930, for example, George Atkinson, the President of the firm now, and myself were the only estimators for the Company in bidding principally highway work at that time.

Q George F. Atkinson -- is he a Salem man, originally?

A No, he is not.

Q He is not?

A Portland.

Q He went to school here, I believe?

A Yes, he went to Willamette University, I believe.

Q Yes; Willamette University.

A (Continuing) He is now the President of the Company. He and I were the only estimators along in the years 1930, '31. We bid 62 highway jobs in Oregon and Washington in the year of 1930 alone.

Q Those were highway construction jobs?

A Yes, highway.

Q Including grading?

A Principally grading.

Q Yes, sir. Go ahead.

A (Continuing) Oh, the jobs have included jetties, highways, dams, and so forth, and I was assistant project manager on various jobs in Oregon and Washington and California in 1939. I was resident manager on the Mud Mountain Dam job in Washington west of Seattle in 1939 and 1940. From 1942 throughout the war, with one exception, which I will cover, I was in charge of our work in Oregon and Washington and in Alaska. We did a great deal of work for the Army in Alaska, and in the Aleutian Islands during the war. For a year and a half in the latter part of the war I was on leave of absence as a contracting officer, as a Naval Reserve officer for the Navy Department, administering contract modifications and change orders on secret and confidential contracts. Other than that, my entire experience has been with Guy F. Atkinson Company.

Q During those war years, do I understand -- will you just state that again. What was your capacity in the Navy during the war years?

A I was a contracting officer.

Q And what were a contracting officer's responsibilities?

A Well, mine were -- I had two divisions in the Navy consisting of partly naval personnel and about 200 civilian Navy Department personnel charged with the handling of contract modifications and adjustments.

Q What are contract modifications, Mr. Northcutt?

A Change orders for various reasons, principally.

Q All right. Go ahead.

A With that exception, my experience has been, all been, A24 with Guy F. Atkinson Company, except for two years with the Portland Gas & Coke Co. earning money between high school and college to go to school on.

Q We just want your adult experience, Mr. Northcutt.

A Yes.

Q You stated that you retired as Vice President in charge of area operations. Is that correct?

A That is right.

Q Was that on account of health reasons, Mr. Northcutt?

A Yes.

Q Yes, sir. Will you state how long you had held that position with Guy F. Atkinson Company?

A I was Vice President and Northwest Manager from 1939 until 1951, inclusive.

Q From 1939 to 1951?

A '39 to '51, inclusive.

(Discussion off the record.)

Q (By Mr. Biggs) Now, will you state what your duties were as area Vice President for Guy F. Atkinson Company, Mr. Northcutt?

A With the exception of what we call major projects, like McNary Dam and the The Dalles Dam and Dorena Dam, for which my responsibilities were advisory only -- they are organized on an autonomous status -- I was responsible for all other work for the Company in Oregon, Washington, A25 and Alaska.

Q What, if any, experience have you had, or did you have, in that capacity in estimating or supervising the estimating of construction jobs, particularly grading jobs, Mr. Northcutt?

A Well, during those 12, the latter 12 years, I did no direct preparation of estimates, myself, as I had formerly done. Since my own main experience was in heavy grading and rock blasting and excavation, my function in connection with bid estimates and bidding was primarily to review the estimates prepared by our estimators and in most instances, in the field, with the field inspection trips, to compare their estimate of the classification of materials to be encountered with my own analysis prepared prior to final submission of bid.

Q In your earlier years, before you became Vice President, state whether or not you had at any time experience in connection with actually doing the estimating, the field work involved in estimating.

A Yes, both in estimating and in bidding the jobs and in prosecuting those on which we were successful bidders. Oh, I have actually, in the early '30's, probably estimated, made up estimates, oh, on at least a hundred highway jobs in Oregon alone.

Q And how many would you say in other areas?

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A Oh, an equal number in other areas, -- Washington and California.

Q Are you acquainted, Mr. Northcutt, from your experience, with the practice of general contractors engaged in highway construction work in estimating a job and preparing a bid for a contract to do the job? What I would like, if you know, is what the normal, prudent, careful, conservative, general contractor does to acquire information upon which he can make a responsible estimate of the price that a particular piece of work will cost his company.

A Well, ----

Q You may answer that "Yes," if you are acquainted.

A Yes, I am, indeed.

Q All right, sir. Will you just tell us what that practice is?

A The actual steps in procedure may vary somewhat with different firms, but in general -- and they are similar -- and in the case of our own firm we usually send for plans and specifications after review of the advertised calls for bids by the various awarding agencies, and the bulk of our work has been with state and federal agencies.

We scan those publications to see what projects appear to be suitable at the time to our available

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personnel and equipment and what areas they are in. We can't tell much about the size of the projects, as a rule, until we get the plans and specifications, so we order what plans and specifications we think we might be interested in. We review them and make a rough check of the size of the job and what is involved. Then we set out to make detailed, careful study and estimate of those on which we plan to bid.

Q That is, a detailed estimate of the plans, are you talking about?

A A detailed estimate of the costs ----

Q Yes. All right.

A -- from the plans and specifications on those projects which we expect to bid.

We first review -- we review the contract just to make sure that the standard, usual contract clauses are there with no particular changes in the general contract and the special provisions. Then we take the plans, themselves, the profiles and the quantities that are indicated and the alignment, the cuts and fills, and then the special information that is available, and we usually make a rough size-up from the plans to see what the engineers of the awarding agency think of the project as shown or indicated by their design on the plans -- treatment of quantities, and so forth. Then with that

A28 general idea, our estimators, generally an engineer or a couple of engineers, -- our estimators are not all graduate engineers, but at least one graduate engineer and another estimator, perhaps, with one of the construction superintendents called in from a job -- make an inspection on the ground on foot, examining all of the terrain at the site, any exposed outcroppings, any excavations adjacent to the work, and they make their study, then, of the clearing involved and the grubbing and the classification of the material that they expect to be encountered.

Q Now, by "classification," just what do you mean, Mr. Northcutt?

A Whether it is rock or common, and, of course, beyond that whether some rock is -- of course, there is a great variation in rock -- principally whether it is diggable either with tractor equipment or diggable with shovels, large power shovels and rippers, if it will have to be drilled and blasted, and how much of each type of material they believe will be encountered. That is what the cost estimates are based on. Then with that information they return and work up a very complete cost estimate.

Q In connection with preparing an estimate of the cost of a State of Oregon highway construction job, state

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whether it is the practice of the contractor to sink a test hole, or make a boring, in an effort to ascertain the quality of the subsurface material.

A No, I never heard of a contractor making a boring on a State Highway project in Oregon or any other state that I know of.

Q And why is that, Mr. Northcutt?

A Well, in the first place, there is not time available, and there are usually too many bidders on highway work to be -- they couldn't all drill in the same cut or cuts, and ordinarily, if it is deemed advisable or necessary to have such exploration, the awarding agency, Highway Department, specifically, will have core drillings or churn drill holes or test pits dug to indicate some idea of what is to be encountered.

Q Where such a drill hole has been sunk by the awarding agency -- we are speaking of the State of Oregon Highway Commission -- does the reasonably prudent contractor make any examination of the log of the test hole?

A Yes, indeed.

Q Does that enter into his judgment at all on the estimates?

A Very materially, when that information is available.

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Shall I continue with our bidding procedure?

Q Yes. Go right ahead. Go right ahead.

A (Continuing) Then when the computations and calculations

A30

are done and the estimators have computed the probable quantities and segregated the different classes of excavation to be encountered, we make a final trip over the job. Ordinarily, if I had not accompanied the estimators on the first trip, we would make another trip in the light of what you might call a pre-final compilation of the bid, primarily to check my judgment of their classification more than anything else, of the excavation materials, and with that final inspection then we would prepare our bid and submit it.

Q Now, you spoke about making a detailed study of the plans, I believe, or a study of the plans, at one point prior to preparing your bid, examining the quantities and disposition of them, I believe you stated, and the design of the highway. Specifically, what things do you look for, does the ordinary, careful contractor look for, in the plans?

A From the plans, themselves, there are two major items of information that furnish a great deal of clues, and that is the relation of excavation, the quantity of excavation, in given locations on the job, the relation of those quantities to fill, or embankment quantities. Some state highway departments indicate right on the plans that they have, in each given point, computed so much shrinkage for compaction, in the case of dirt or

A31 common material, decomposed rock, soft rock, because specifications require in fills that the material be compacted to its utmost, with the optimum moisture content, so that the material will have no voids. It has to be sprinkled if it is too dry. It has to be dried if it is too wet -- the area -- and rolled with machinery to compact it. The material from that type of excavation will shrink and will be compacted considerably in fill. If it is rocky and will not disintegrate under excavation and remains blocky, of course, rock has a lot of voids in it. It actually swells rather than compacts. So the engineers who have spent usually months, at least, in analyzing the work reflect that in their computations on the plans.

As I say, some state highway departments show that. The State of Oregon show the quantities, and you figure those yourself.

Q That is, they show the quantities of excavation and its disposition in fill?

A That's right.

Q And the quantity of fill that it makes. Is that correct?

A That's right. So one of the early things in examining the plans that we do is to determine exactly what the engineers, the State's engineers, figured in designing the job. We don't accept that as being -- we make our

A32

own examination. That doesn't take the place of our own examination, but it does materially influence our analysis of the job.

Q Reliance is placed upon that information. Is that correct?

A That's right.

Q All right.

A (Continuing) That, I think, is one of the main things that we get from the plans as to how the awarding agency's engineers analyze what is under the ground.

Q Now, what about slopes?

A That is the second thing that probably we get from the plans other than whether there are test pits or drill holes available. The slopes -- if the plans call for flat slopes, 1 to 1, one vertical to one horizontal, or 1-1/2 to 1, that indicates normally that they consider that to be common material, dirt or material that will not stand on a steeper slope unless there are other reasons for it.

Q Normally what ----

A (Continuing) Normally that is the case. If the slopes are 1/2 to 1, sometimes 1/4 to 1, it indicates that they believe it will stand, naturally, and that it is rock and will stand on that slope.

Q To what extent would you say an ordinarily careful and prudent contractor, then, places reliance upon those

83 things shown in the plans?

A No prudent contractor would disregard that. He would take that -- he would analyze the entire project, taking that into account, together with his field examination, to see that the outcroppings or other available indications at the site confirm or contradict that.

Q Yes.

A (Continuing) They generally confirm to a degree.

Q Now, I will ask you, Mr. Northcutt, ----

MR. BIGGS: This is starting a somewhat new subject, but shall we continue, your Honor, or do you want to recess?

THE COURT: No, we will recess at this time.

You may step down from the witness stand.

Ladies and gentlemen of the jury, we will recess, now, until one-thirty, and you are excused until that time.

(Thereupon, at 11:55 o'clock A. M., a recess was taken until 1:30 o'clock P. M. of this day, Thursday, January 12, 1956.)

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AFTERNOON SESSION

1:40 o'clock P. M.

(The following occurred in open court without the presence of the jury:)

MR. PETERSON: May it please your Honor, the defendant would ask that they be permitted to answer this amended complaint sometime during the course of the trial.

THE COURT: Very well. And it may be considered as received as of this time.

(Thereupon the jury returned to the courtroom, and the following occurred in open court within the presence of the jury:)

THE COURT: You may continue, Mr. Biggs.

Q (By Mr. Biggs) Mr. Northcutt, at the request of Mr. McDougall, have you studied the data and other information which was available to Mr. McDougall -- that is, from inspection of the site, the drill log, the plans, and the profiles, and so on, prior to actually bidding the job, ----

A No.

Q Just one moment.

A Oh.

Q -- with a view to forming an opinion as to how a reasonably prudent contractor, on the basis of such information, A35 would probably have classified the materials involved on the relocation of the Siuslaw Highway, particularly the construction of the Low Pass section at the summit?

A Yes, not prior to his bidding, but ----

Q No, I understand.

A Yes.

Q And what study have you made of that data?

A I made the same analysis, the same study of the plans and inspection of the site as I would have made had I been bidding on the project and preparing an estimate.

Q Now, will you just tell us what that was, in detail, Mr. Northcutt?

A I examined the plans which show the profiles and the alignment and the stationing, the quantities of excavation and embankment, and the log of the drill hole and the plans. I made an inspection trip to the project about two months ago starting with the east end of the old highway, old Blachly Low Pass road, following it through to the west end and returning, before looking at the new, completed highway.

Q Before looking at what we have called here the Big Cut?

A That is correct.

Q Or any part of it?

A That's right.

Q From that information and data, do you have an opinion,

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Mr. Northcutt, as to how a reasonably prudent and competent contractor, whowas willing to do the work but wasn't compelled to do the work, would have bid, or would have classified the materials on that job in his estimate of the cost of doing the job?

A I do.

Q What is your opinion, sir?

A It is my opinion that with that information available from the plans and the log and an inspection of the job, that the material in the so-called Big Cut would have been diggable, rippable, either common excavation or sandstone and shale of such characteristics as to be diggable without drilling and blasting, and the quantity of rock that would require blasting would have been somewhere in the neighborhood of near 20 per cent, from examination of the plans and the available exposures at the site on the old road.

Q And do I understand the remaining 80 per cent, then, would be diggable material?

A Diggable material.

Q In the mind of a prudent contractor, as I have defined the term for you?

A That is correct. I would say that part of that would be because of the fact that the log of the drill hole was available also on the plans.

A37 Q And did you study the log of the drill hole in this case, Mr. Northcutt?

A Yes.

Q Now, assume that upon the data which you had examined prior to the examination of the cut as it was opened up and as it now appears -- assume on the basis of that data that a contract was made with the State on the contractor's estimate that there would be about 21 per cent of the material in the Big Cut rock requiring drilling and blasting and the remaining 79 per cent diggable, either by shovels or bulldozers or rooters. Would you have an opinion as to whether such a classification would be a reasonable classification on the basis of the information available to such contractor? B

A Yes, I would.

Q All right. If you assumed that when the contract was let on that basis the contractor encountered at depths of from seven, I believe, to 12 feet -- it may be 18 or 20 feet -- solid rock extending from there to grade, which was at its deepest point 200 feet beneath the summit, requiring systematic drilling and blasting for excavation, and that the excavation quantities as actually removed swelled in embankment to create an excess of some 10 or 12 per cent over the requirements of the embankment, that the sandstone, or that the

A38 materials, consisted of hard sandstone to the extent of about 95 per cent interlaced to the extent of about 5 per cent of the quantity with various narrow lenses or layers of shale, would you have an opinion as to whether such conditions materially differed from the conditions shown on the drawings of the State?

A I would.

Q And what is your opinion?

A It is my opinion that that would constitute a very material change in the anticipated conditions.

Q Assuming that same set of facts, Mr. Northcutt, would you have an opinion as to whether the conditions thus encountered by the contractor differed materially from those ordinarily encountered and regarded generally as inhering in the work of the kind and at the location described in the drawings in this case, whether it constituted conditions unknown, and unusual conditions materially different from those generally encountered and generally regarded as inhering in work of the kind that the specifications and plans called for and at the location called for?

A I would consider ----

Q Do you have an opinion, sir?

A Yes, I do.

Q And would you state what that opinion is?

A39 A In my opinion, the conditions encountered were certainly of such a great difference as not to have been anticipated by anyone designing or bidding the project.

Q Would you consider them unusual conditions, then, not ordinarily encountered, from the data that was available to the contractor and shown on the plans?

A I would, definitely.

MR. BIGGS: You may cross-examine.

CROSS EXAMINATION

BY MR. LINDAS:

Q Mr. Northcutt, when were you first employed to go out and look at the job, sir?

A I was not employed to look at the job.

Q And you are a friend of Mr. McDougall's?

A I am a competitor of Mr. McDougall's.

Q I understood you were retired.

A I am.

Q Then you are not a competitor, are you, sir?

A Yes, I am still interested in the firm. I am not an employee ----

Q I see.

A -- of the firm any longer.

Q Are you a stockholder in the firm, then?

A Yes, that is right.

Q I see. If he didn't employ you to go out, who did?

A40

A No one.

Q Well, how did you know how to go out, then?

A I met Mr. McDougall at a meeting several months ago, at which time he asked me if I had heard anything about this project, and I had not, and he said that he had a -- they -- there was involved a claim under the changed conditions article of his contract, and that if it were possible for me to examine the project and the plans, not having seen it, but to do so at some future time at my convenience as though I were a bidder looking at the project, would I do so, and I told him that I would.

Q Had you been over that road before, sir?

A Oh, many times; not in recent years. Over the old highway. I had never been over the new road, no.

Q Is this the first time you had ever been over the new road?

A Yes.

Q Now, Mr. Northcutt, isn't it your opinion that a prudent contractor, in examining a site of a project that is located in a range of mountains, should not only examine the side cuts that are adjacent to the locale, but also examine the side cuts on the road both to the east and west and other roads crossing the mountains in the same area?

A Well, particularly in the vicinity of the prospective

A41 project.

Q You are very familiar with the Blachly area, yourself, as I understand it?

A Yes.

Q Now, isn't it true, Mr. Northcutt, that at the Blachly area, which I understand is about three or four miles to the west, ----

A Something like that.

Q -- massive hard sandstone of the type he encountered is exposed on the road at that area?

A No, the sandstone exposed not only in the vicinity of the project but away from the project in any quantity is not like the type exposed in the new cut. It is like the type exposed in the old road adjacent to it.

Q You are quite sure of that?

A In any quantity, yes.

Q What do you mean, -- "any quantity"?

A If you are talking about sandstone, yes.

Q I am talking about the sandstone.

A Now, I do not presume to remember every exposure in the Blachly area, but within the vicinity of the project and anything that I, or, as far as I know, any competent and prudent contractor would examine in connection with this project, there are no outcroppings similar to that encountered in the Big Cut, no.

A42 Q Now, if it was developed in this case that there are exposed on the side hill cut of the Siuslaw Highway in the vicinity of Blachly large and massive layers of the same type of sandstone that is found in the Big Cut, would you have a different opinion about what was run into in this project?

A No, no; I would not.

Q You wouldn't?

A Not in the vicinity of Blachly, no. That is clear down in the valley floor away from this project, entirely different elevation.

Q Do you mean by that, sir, that the formation of sandstone at the Big Cut is different than the formation of sandstone found in other vicinities in this area?

A Well, it depends on how far away you wish to go.

Q I am speaking of Blachly.

A I would say that what is found in the Blachly area, itself, would not necessarily bear relation to what was anticipated in the Big Cut, no, because it is much different elevation and farther away.

Q Well, let me ask you, do you know whether it is different or not?

A Which?

Q The sandstone in the Blachly area.

A No. There are -- I do know that there are many, many

A43

types of rock to be found around the Blachly area, which would not influence particularly the inspection of this particular project.

Q Don't you think a reasonable and prudent contractor should view that area and take a look at the sandstones, if it develops that they are visible from the old road at that point?

A The old road in the Blachly area?

Q Yes, sir.

A I don't think it is at all material whether he examined it or not, and if he did I am certain that he would not give much weight to what was found in the Blachly area many feet below the elevation of this and some miles distant.

Q Now, I understand the company you are with is, of course, one of the larger companies in the country. Isn't that correct?

A That is correct.

Q And I presume, then, you have in your office maps of the geological formation of the various areas in each individual state. Isn't that true?

A No, not particularly. We rely on geology and geological consultants to confirm our own analysis of what may be encountered in, oh, large quarry operations involving millions of tons of rock, where the size that the rock

A44

may fracture, and so forth, and the quality of the rock is important. We do not resort to geology either in a consulting -- by way of consultation or by textbooks for highway estimation.

Q Yes.

A (Continuing) We rely upon our experience rather than geology for that.

Q Yes, that is true, but if there was a question in your mind concerning the type of rock you might run into in a given location, even on a highway project, and you couldn't make up your own mind as an estimator what you might run into, you would, under those circumstances, would you not, consult a geologist or the geological maps?

A No, sir; we would not.

Q You wouldn't?

A No.

Q What do you do, then, -- just guess at it, sir?

A We don't rely upon one single opinion. We rely upon the opinion of ourselves, our engineers, and our superintendents, who have spent, -- oh, in four or five people you have the accumulation of many years of experience.

Q Assuming that you couldn't agree among yourselves as to what it was, what would you do then?

A45

A We would take the best combined experience and decision of the people involved. We never have, under those circumstances, resorted to a study of textbooks on geology or consulting geologists. It just isn't done in that field of work. It isn't necessary.

Q Assume for this question, then, Mr. Northcutt, that the geological maps of this very area show that the entire area is underlaid with a sandstone known as the Tyee sandstone. You would pay no attention to that, sir?

A I would not be concerned with that, no.

Q You would not?

A No, sir.

Q By the way, what is sandstone?

A Do you want a geological definition?

Q You may give that, and then give your own definition.

A I am not qualified as a geologist. I wouldn't attempt to give a geological definition.

Q Well, what do you consider sandstone, sir?

A Well, sandstone is a medium-hard abrasive type of rock, and it varies in consistency, probably as much or more than any other type of rock. It may be all the way from compressed sand to extremely hard, blocky rock structure.

Q That's correct, sir. And knowing that it varies from the very hardest type of rock that there can be to

A46 something maybe not more than well-compacted sand, and having viewed the cut on the old road, did you have an opinion, then, that as that layer went down into the ground it was going to get softer, or whether it was going to get harder?

A Sometimes it gets harder; sometimes it gets softer; sometimes you pass through a layer of sandstone and get into a bed of sand, common material.

Q Generally speaking, Mr. Northcutt, ----

A You judge that from the condition at the site, ----

Q I beg your pardon?

A -- rather than elsewhere.

End
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Q What type of sandstone, in your opinion, was exposed on the summit cut of the old road?

A Definitely of a type that could be ripped with modern equipment and rippers or dug by ordinary size power shovels, without drilling and blasting.

Q That was exposed on the old road?

A Yes, throughout.

Q What led you to believe that it was--or would lead you to believe that it would be the same if you went down 100 feet into the bowels of the earth?

A Well, particularly in view of the log of the State's test hole, I would be led to believe that an allowance of approximately 20 per cent would be a fairly safe, reasonable allowance for rock. In the absence of the State's test hole, if you had only the rock in the old highway to go by, I think a prudent contractor might have gone as high as 30 or 33 per cent.

Q The log said it was alternate layers of sandstone and shale, did it not?

A It shows sand and clay; the comments at the bottom are rather difficult to reconcile with the log of the drill. The comments at the bottom refer to alternate layers of sand and shale. However, the drill log also refers to so much sandy clay and so forth that a contractor or anyone would be led to believe that the amount of actual k-33 sandstone would not be very great. So in layers of shale it should be, if the layers of shale are of any consequence compared to the sandstone, it would be comparatively easy to dig. That is from the standpoint before you see the new cut.

Q That is what I am talking about.

A Yes.

Q Now having the lower part of the log qualified and modified by the statement that the formation is alternate sandstone and shales, wouldn't the indication on the log of sandy shale or sandy clay or sand indicate that shale, when it is ground up by a churn drill, would come up in a sand formation?

A Well, the log is supposed to show what the drill is going through, not what comes up. No one is influenced or particularly concerned with what comes up out of the drill except that sand will come out of sandstone and parent clay come out of shale. When the log says so many feet of overburden and so many feet of sandy clays, you figure that is sandy clays and not sandstone. The comments below, where it refers to alternate layers of sandstone and shale, you would assume certainly, that when they refer to hard shale and to sandstone, and particularly where they refer to areas of boulders, hard boulders, you would figure that that of course was

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difficult material. But where they say "sandy clays" you wouldn't assume that sandy clay was sandstone, because down at the footnote it says sandstone and shale is present.

Q Doesn't it after "sandy clay" say "shale"?

A Pardon?

Q Doesn't it, after the notation "sandy clays" say "shale"?

A Yes; certainly no one feared shale in this project, I don't think. I wouldn't.

Q In interpreting a log such as that, Mr. Northcutt, you wouldn't interpret the top and completely disregard the explanation at the bottom, would you?

A No. No, where the bottom refers to sandstone, I would figure the sandstone encountered would be their interpretation, and where the log says sandy clays, I certainly wouldn't interpret it as sandstone. Where there was a footnote.

Q It says "sandstone and shales," doesn't it?

A Yes.

Q Now if the contract in this case provided this clause; that the State has conducted subsurface exploratory operations on the project as indicated on the plans, and logs of these explorations are available for inspection from the engineer designated to show the project to

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interested parties, and the State Highway Commission makes no representation that the nature of the material to be excavated will be as indicated by these explorations and the State Highway Commission will not be liable to the contractor in any manner in case materials of a kind, class, nature, character or condition not indicated by these explorations are encountered--would you tell me then, would you use the log as a guide or rely on it entirely?

A Well, the language you cite is simply standard language in most contracts with awarding agencies such as the Highway Department. The log is certainly used by contractors to give them what the State thought was in there, what the State's engineers thought was in there, and it is used for that purpose; and we--certainly we place reliance upon it or it wouldn't be there.

Q I see. All right. Now, Mr. Northcutt, you know that just south of the summit cut, due south a distance of about 12 miles is located what is known as the Noti Tunnel of the S. P. Railroad through the same range of mountains, do you not?

A I know there is a tunnel there. I have never seen it.

Q Being in the same range of mountains and just 12 miles south of this particular project, do you think a reasonable and prudent contractor, after viewing this site would make an effort to view the interior of the tunnel to see what was the formation of this Range?

A No, sir, I certainly do not, because a tunnel is resorted to only when there is--if there is rock suitable for tunneling and will stand for tunneling; that is an engineering choice whether to make an open cut or a tunnel, and the mere fact the railroad elected to drive a tunnel some place 12 miles away would have no bearing on a construction job on this particular summit highway cut here.

Q I meant to study the material, the formation within the tunnel. You would not look at it?

A Not in connection with this highway project, no.

Q Would you do this, Mr. Northcutt--would you view a property or a cut 115 miles north for the purpose of determining whether the material in the Big Cut was similar to the material you saw in the cut 155 miles north?

A Would I visit a cut 115 miles north in connection with this job?

Q Yes.

A No, sir.

Q If you saw a job 115 miles north, through the summit of the Coast Range, would you take what you found there as being indicative of what you might strike at the

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summit pass?

A Not necessarily. We are accumulating our experience in bidding any job. We are undoubtedly, consciously or subconsciously, adding up our experience from various localities, maybe a thousand miles away. But in estimating a particular job we depend on an intensive examination of the particular job at hand, and if this work extended to the Noti Tunnel we would certainly look at the Noti Tunnel.

Q Now, Mr. Northcutt, when you take the plans and the profiles that are given to you on a particular job, and particularly in this State, do you accept those as conclusive concerning the classification of material in the particular area?

A No, we accept those as the evidence of what the designing engineers who drew the plans and engineered the job thought of it.

Q I see.

A We compare that with our own inspection. We figure they have had a much greater opportunity to analyze that particular job than we have had. We think we have had more experience in drilling and blasting and excavating than they have had, so we add the two together.

Q And the same thing would apply as far as the slope angle, is that correct?

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A That's correct.

Q Now on the site of the job, if you find evidence that would convince you that the job would be otherwise, do you follow the plans or do you follow other evidence on the site?

A I would believe almost invariably that is a combination of both. If there is a serious, direct conflict of what we saw on the site and what was on the plans--particularly when there is an exploration or drill exploration--if there appeared to be some serious conflict, and we could not see how that could be, we would discuss it with the Resident Engineer or the State Highway people to find out more about it. In this case, the drill log would lead you to a less conservative estimate than if the drill log had been absent. As I said before, in examining the country at the site, I would have thought a prudent estimate would have been from 30 to 33 per cent, approximately a third rock that would require blasting. The drill log would indicate to the contrary. You get down 137 or 139 feet before you encountered what would indicate to a contractor anything that would have to be blasted. So in this case, there was no particular conflict. In fact, the engineering data would lead a prospective contractor to feel reassured by what he saw at the site.

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Q You still haven't answered my question, sir. There being a conflict--

MR. BIGGS: (Interposing) Just one moment, please. I don't mean to argue with counsel, but I think he has answered the question.

Q (By Mr. Lindas) I asked you if you didn't rely on your judgment from the things you saw at the site if there was a conflict.

A I said if there was a serious conflict between what we saw and the plans, that we just couldn't reconcile and couldn't see how the engineers reflected their analysis of what was underground with what was on the ground--in that event we would confer with them and ask how they arrived at that conclusion.

Q And when you still can't reconcile the two, what do you do--rely on your own judgment?

A You mean when we went to the engineers and told them that?

Q Yes.

A We would rely on our own judgment. As I said before, it is a combination of the data and our own experience.

Q Now you have engaged in and of course are acquainted with a lot of the highway work here in the State of Oregon, I know, and I am sure you are aware that there are many, many roads in this State that are built on a one to one slope and in sandstone of the type and quality you have

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seen here; is that correct?

A I think you will find slopes of almost any kind, if you cover the State.

Q Yes. It isn't unusual to see a one to one slope in this kind of sandstone, or even in basaltic rock, isn't that correct?

A It would be unusual to see a one to one slope in the Big Cut as it turned out to be, yes.

Q You are quite sure of that?

A Yes.

Q If the testimony in this case produces evidence that the opposite is true, would you want to change your opinion?

A No, sir; I recall no great number of cuts in rock as hard as the sandstone in this cut, as dug, that are constructed on a one to one slope. I am sure you would find the majority to be to the contrary, in my opinion.

Q Pardon--what was that?

A In my opinion.

Q Now, Mr. Northcutt, sandstone is known for its weathering qualities, isn't that correct, sir?

A No, sir, some sandstone is good from that standpoint and some weathers very badly.

Q I am talking about sandstone in this particular cut, the Tyee sandstone.

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A You are talking about the sandstone in the Big Cut?

Q Yes.

A As it now stands?

Q Yes.

A No.

Q You don't think that is weathering and ravelling at the present time, sir?

A Yes, to a certain extent, but not to the extent that diggable sandstone will weather.

Q Now is it your opinion, sir, that the sandstone you saw on the exposed cuts at the summit of the old road is the same or different than what is in the Big Cut?

A Different. Now as far as geological classification, I don't qualify it; I wouldn't say. But from a construction standpoint it is very different.

Q You know, sir, that sandstone as it gets into the earth--of this type we are speaking about, the type exposed on the summit of the old road and the type exposed in the Big Cut--you knew from your experience before that, that the sandstone would become very hard as it went past the weather zone and down into the bowels of the earth, didn't you?

A Not necessarily. I have seen sandstone 150 feet down that was definitely very rippable.

Q I am talking about this sandstone.

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A The sandstone at the top of the old cut is definitely rippable; all the exposed sandstone on the old highway is definitely diggable.

Q That's right, but the question I asked you was this--as they went down into the bowels of the earth and as it went past the weathering zone, then the usual thing is to expect it to get harder, isn't that correct? This type--I am speaking about.

A As I say, geologically I wouldn't attempt to answer. From a construction standpoint, it may or may not.

Q Now you heard the testimony about the bids that the other bidders had placed on this project, did you not?

A Yes.

Q Then you must have been of the opinion that many of those other bidders anticipated striking great quantities of rock in this cut, did you not?

A Conclusions drawn as to the analysis of other contractors, from the bid results, we place very--we place no reliance particularly, as a rule, on those bids ordinarily other than those perhaps of the one or two bids next to the low bid, because there are so many other factors that influence the bidding.

Q Now you realize that there are many elements that go into selecting the type of slope used on a given road in a given area, do you not?

A Yes, sir.

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Q There are various factors, safety of the motorist with respect to the material, whether it would ravel or not, the depth of the cut?

A Yes, sir.

Q And things of that kind?

A Yes. We often build roads of our own that have no relation to public agencies.

Q That's right. Now if you knew in this case that there had been much ravelling--I mean if it is developed in this case that there has been a great deal of weathering and ravelling in the Big Cut solely from the one-half to one slope, which is a distance of approximately 60 feet, and that it has continued daily and weekly from the day this job was completed, would it be your opinion that the slope should have been kept on a one-half to one for the entire 200 feet up, or should have been maintained on the one to one?

A Well, from my observation of the project a couple of months ago, the ravelling or erosion from the upper slopes or a flat slope, and the erosion from the steeper portion appeared to be approximately equal. I presumed that on the lower slope it has probably been cleaned up from time to time. I couldn't draw any conclusion from that except to say that normally a rock slope is stood up steeply, for safety, because you get less exposure

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and ravelling in a steep rock slope than you do in the contrary. The opposite is true of a dirt slope.

Q Do you have an opinion if the evidence produced in this case shows ravelling from the one to one slope is completely negligible, and there have been great quantities of ravel from the one-half to one slope--do you have an opinion whether or not that slope should have been on the one to one or one-half to one?

A Could I have the question again?

(Question read.)

A No, I would be very much surprised if that were the case.

Q I asked you to assume that was the case.

A Assume that was the case?

Q Yes.

A Would I assume then that the slope should have been flatter?

Q Yes.

A Not necessarily.

Q Then you believe that on a highway through a cut 200 feet deep, with the slope at one-half to one for the whole length of 200 feet, where it is continually ravelling and sloughing off and rocks coming down, that it should be maintained on a one-half to one slope?

A Well, if we assume that steep slopes ravel and flat

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slopes do not, then the only conclusion would be that they should be steep slopes.

Q I asked you to assume all the ravel was from the one-half to one. Assuming the evidence in this case shows all the ravel was from the one-half to one, and it has been negligible from the one to one.

A I can only say that was not my observation. If I must assume that, then they should be steeper.

Q All right.

A It is hard for me to comprehend that.

end
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A47

Q (By Mr. Lindas) Now, Mr. Northcutt, would you say that a variation of 5 per cent between the factor adopted on the plans and the final result was close, having to do with shrink or swell?

A A variation in the amount of shrinkage or swelling?

Q Yes.

A On an entire project?

Q On an entire project.

A It would depend on the location of the project and the character.

Q On this entire project?

A On this entire project?

Q On this entire project.

A 5 per cent?

Q Yes.

A Oh, I would say that would be considerable, but not necessarily startling.

MR. LINDAS: We have no further questions.

Thank you, sir.

MR. HIGGS: I think that's all, Mr. Northcutt.

THE COURT: You may step down, Mr. Northcutt.

(Witness excused.)

MR. HIGGS: I will call Mr. Glen Kibbe, if the Court please.

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GLEN E. KIBBE was thereupon produced as a witness in behalf of the plaintiff, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you state your full name into the record, please, Mr. Kibbe?

A Glen E. Kibbe.

Q Where do you reside, Mr. Kibbe?

A Portland.

Q How long have you lived in Portland, Oregon?

A Since 1907.

Q Prior to your coming to Portland, what had been your residence and your academic training and experience?

A I was raised in Iowa, went to the grammar and high school there, and one year to the University of Minnesota, worked for Stone & Webster in Minnesota.

Q Who were Stone & Webster?

A They are big engineering contractors from Boston.

Q General contractors?

A Yes; design and builders, yes.

Q Design and building contractors. Yes, sir.

A Yes.

Q When you came to Portland, Oregon, whom did you work for?

A I came out to Portland in 1907 as assistant superintendent

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of construction for W. S. Barstow & Company in New York to install their overhead wires underground in the downtown district of Portland.

Q Were they the original telephone people in Portland? Did they put in that telephone installation?

A No, this was not telephone. It was electric light.

Q Oh, I see. How long were you employed as assistant superintendent for Barstow, Mr. Kibbe?

A Practically two years.

Q And would you just trace for us thereafter your career?

A At the completion of that work with Barstow & Company I went into the contracting business.

Q With whom at that time, Mr. Kibbe?

A Two partners, -- a man by the name of Welton and a man by the name of Lynden. That went on until 1912. Then I associated with Daniel Kern in one contract in Independence, Oregon, which lasted about six months, and after that he and his son and I formed the A. D. Kern partnership, and we contracted from that time on up until '17, when the Columbia River Highway came along, the first job. We were the successful bidders for the Columbia River Highway from the Multnomah County line to The Dalles outside of about 15 miles.

Q Now, that is what we know now as the old Columbia River Highway?

A50 A Yes, the old Columbia River Highway; that's correct.

Q That contract was let in 1917, was it, or about that?

A I covered several years. The first contract from the Multnomah County line to the Hood River line was let in 1917. We had all of that except the Mitchell Point section and the piece around Shell Rock Mountain. Then later we had Hood River-Mosier, Mosier to The Dalles outside of Rowena Loops in the next three or four years, probably.

Q Under what name were you then operating? Had it then become Kern & Kibbe?

A A. D. Kern; partnership under the name of A. D. Kern.

Q A. D. Kern. Did that association eventually become the Kern & Kibbe organization that is so well known?

A We operated it as a partnership until about 1928, when we incorporated under the name of Kern & Kibbe. That is correct.

Q Is that organization still operating, Mr. Kibbe?

A It is not operating as Kern & Kibbe. Mr. Kern passed away in '51, and I liquidated the corporation in '53, and I am operating as an individual now. Kern & Kibbe is not operating.

Q I see. Would you tell the jury, in addition to the Columbia River Highway construction, what other major construction work Kern & Kibbe did here in Oregon?

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A Well, we did a lot of highway work and a lot of jetty work. We built the Picture Gorge section of the John Day.

Q The Picture Gorge section?

A Of the John Day Highway.

Q That extends from Arlington, does it?

A No, it is out of Dayville; yes, Dayville down the Gorge. Twelve miles we had in there, and that was State work. We built Hog Pass, North and South Santiam, for about eight miles on each section, and -- you just want State work?

Q Oh, no, Mr. Kibbe. I just wanted the jury to get some idea of the variety of your experience and the variety of the localities in which you have had that experience in this state.

A (Continuing) And we surfaced the road -- we did crushing and all kinds of heavy work. We surfaced twelve miles of road right by this, on the old road right by this job that is in dispute here.

Q That is, you surfaced the old road on the Siuslaw Cutoff highway?

A It was about 1923.

Q I see, sir.

A (Continuing) Then a lot of our work has been river and harbor work, sandstone quarries on the coast, also basalt quarries, worked on the Columbia River jetties, Newport,

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Siuslaw, Reedsport, and then California jetties, too.

Q And in California, did you say?

A Yes.

Q Yes, sir. Is it a fair statement, then, Mr. Kibbe, to say that from 1912 or '13 until the present time you have been actively engaged in general construction work of all kinds, including a considerable amount of highway construction?

A That's right.

Q Yes. I assume that you were one of the partners of Kern & Kibbe and one of the officers of the Kern & Kibbe corporation. Is that correct?

A That's right.

Q It is your name that is given to that corporation?

A That's right.

Q During those years, Mr. Kibbe, what has been your own personal experience in the estimating of the cost of construction work, particularly highway construction work, -- that is, what part of it have you participated in?

A My activities were the estimating and the execution. Mr. Kern really handled the office end of the proposition, but I did a large part, probably 95 per cent, of the estimating, and also oversaw the construction.

Q When you are estimating the costs of construction work

A53 of this nature -- and when I say "you" I am referring to you broadly as a representative of a successful, prudent, conservative contractor -- what are the sources of the information which you look to and rely upon in preparing your bid?

A Well, as a rule these awarding bodies advertise for bids on certain jobs, and you send for the plans and specifications and analyze them, and if certain jobs are interesting to you why you go out and go over them and bid on certain jobs that you might want. Others you might not bid on that you are not interested in.

Q Do you make any study of the plans and specifications, Mr. Kibbe?

A Yes. On heavy grading work why profiles, slopes, all those things are taken into consideration. In the old days we used to be pretty careful about the profile on account of the haul feature. If you had a cut on the profile, we wanted to know where that cut hauled to. We had to know on account of the equipment we used, to adapt it to that particular job.

Q Does the relationship between the quantities of excavation and embankment, as shown on the profiles, revealing either a shrink or a swell factor, mean anything? Is it significant to a bidding contractor, Mr. Kibbe?

11 A Yes. You take each cut on the profile and the fill, and

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so forth, -- the engineers have generally got that figured out -- as a rule, they try to balance their quantities, and in doing so, depending on the nature of the material, and so forth, they generally allow certain shrinkage or compaction, and there are cases where there is waste on a job, too, but those things show up on the profile.

Q And if it is a known quantity of rock they are dealing with, is that shown in swell, swell factor, too, on profiles, Mr. Kibbe?

A As a rule, because rock, 'most any kind of rock, will swell 33-1/3 per cent, and if it is clean-cut, and they know the quantity in their cut, they will give consideration to that swell.

Q Does the contractor, an ordinary, careful and prudent contractor, bidding on a State Highway, Oregon State Highway construction job, either retain a geologist to give him an opinion on the underlying stratas or sink a drill hole to satisfy himself as to what they are?

A We never have in our experience. We have never hired a geologist, and we have never done any testing on highway work. I have done considerable testing on quarries, but on highway work we always figured the location engineers of the State, with their tests that they usually make -- it was generally what we tried to analyze, together with our own judgment, in analyzing a job. And another thing about it is the time element enters into it.

Q How does that enter into it, Mr. Kibbe?

A Well, you take, of course, nowadays, these cuts are big, tremendous. You can't put down a 100- or 200-foot hole in 15 minutes. If you've only got ten days to bid the job why you wouldn't have time to put the test hole down even if you wanted to.

Q Where the State Highway Commission has made a test hole and has prepared a log and furnished it to the interested contractors, state whether the ordinary prudent and careful contractor studies that log and relies on it in the preparation of his bid.

A Well, he certainly does, and, as a rule, if the log is pretty clean-cut, you've got a lot of confidence in it, and, naturally, that is going to have quite a bearing on your judgment as to what you think is in the hill.

Q Have you, at the request of Mr. McDougall, studied the plans and profiles in this case, made an inspection of the site of the job, and also studied the test drill in an effort to form an opinion as to how an ordinary, careful, and prudent contractor would have classified the materials on the Low Pass section of the highway prior to his making his bid? I say, have you tried to form a judgment as to just what a contractor would do?

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A Not prior to his making his bid.

Q I don't mean, did you examine it prior to his bid, but have you made that examination in an effort to form a judgment as to how a reasonably prudent contractor would have bid the job?

A I have. I was down there in November sometime and went over the work.

Q And how did you go over the work, Mr. Kibbe?

A Well, I was in there in '23 on the crushing, and I went over the old road first, sized up the cuts, and so forth, and then came back over the new road, and I was very much surprised at the change. The old road had sandstone, all right, and shale, but the material along there was sandstone, rather soft, a few boulders, but it all could be dug with a shovel or rooted or handled with scrapers, and in the Big Cut, blue sandstone, almost, within 25 foot of the top, laying in big lenses.

Q Was there anything revealed in the drill log that would have indicated the kind of thing you saw in the Big Cut to a reasonably prudent contractor?

A No, the drill log does not cover it at all.

Q On a cut of the size you saw out there and the nature of the materials which it contained, would you say that a 1 to 1 slope was necessary?

A No. In fact, I think it is more dangerous.

A57 Q During the course of the construction of the job, the testimony is that the slopes were actually pulled in to a much steeper angle, or to 1/2 to 1 instead of a 1 to 1. In your opinion, was that a sufficiently shallow slope to maintain the cut -- that is, 1/2 to 1?

A No. Oh, I don't think it is too shallow. I think it might be a little better if it was a little straighter for safety.

Q From the examination that you made of the site and your familiarity with that country and the construction of the old road, and your examination of the drill log and the plans and profiles, would you have an opinion as to whether the conditions that were actually encountered by the contractor when he opened up the Big Cut were materially different from the conditions shown on the plans on this job?

A Entirely different except the plans call for 1 to 1 slope. Combining that information with the drill log, you naturally think that that 1 to 1 slope in there was all in diggable material, and that that had to be the angle of repose to carry it. In taking the drill log down, they went down and then stopped. Naturally, from that point down why there is no argument about that they run into real rock.

Q Do you have an opinion, Mr. Kibbe, from the examination that you made out at the site and from all the other data, as to how you would have classified the material to be expected in that Big Cut?

A In the Big Cut, and going by the drill log, I would have classified the Big Cut 20 per cent rock. However, where the drill stopped there isn't that much rock there, but I would throw in a little for insurance on account of there might be a few boulders above that elevation.

Q Was the drill log showing consistent with what could be seen on the exposed cuts of the old highway, Mr. Kibbe?

A Yes, I would say the exposed cuts of the old highway, that the drill log -- not too consistent, though, because it showed much more free sand, clay and shale, and the old cuts do show some soft sandstone.

Q Yes. In fact, the old cuts would indicate more of that than the drill log, itself. Is that correct?

A That is right.

Q Would you have an opinion, based upon these facts, that when the cut was opened up it developed approximately 70 per cent of rock as opposed to the 20 per cent that you have classified being heavy, massive layers of sandstone, constituting about 95 per cent of the quantities interlayered with very shallow layers of shale, to the extent of about 5 per cent of the quantity, whether that condition would be an unusual and an uncommon condition not ordinarily encountered and not generally regarded as inhering in the nature of the work shown to be performed by these plans at that particular location?

A Very unusual.

Q You think it would be very unusual.

A Yes.

MR. BIGGS: You may cross-examine.

CROSS EXAMINATION

BY MR. LINDAS:

Q Mr. Kibbe, do you think a variation of 6 per cent in the factor of shrink or swell that has been selected and the final result is a large variation?

A Well, the fact you would have 5 or 5-1/2 at the beginning and you doubled it -- I think that is quite a variation.

Q The question was, do you think a variation of 6 per cent between the one selected and the final result is a large variation?

A I do.

Q O. K. If the evidence produced in this case shows that the 1/2 to 1 slope in the Big Cut is raveling consistently and heavily and that the 1 to 1 slope is maintaining itself without ravel, would it still be your opinion that it should be built on a 1/2 to 1 slope?

A I think it should be built on a steeper slope.

Q Steeper slope?

A (Continuing) And I will tell you why it is raveling: Sandstone won't stand 40 per cent dynamite without breaking the fracture. In our big quarries, we have to use powder around 10 and 11 per cent in order to get large rock for jetties. As soon as this texture that has been shaken by the dynamiting there slides off, then you are going to have good walls.

Q That's correct, sir. And why would it ravel on the 1/2 and not ravel on the 1 to 1?

A I think it is raveling on the 1 and 1/2.

Q I told you to assume for the purpose of this question, as an expert, ----

A Yes, sir. It is raveling on the 1 to 1. One reason for that is more exposure.

Q Mr. Kibbe, when you go to view a piece of property, or a site of a job, a project, and there is to be a thorough cut made through a large, steep -- shall we call it a hogback?

A Hogback, yes.

Q -- does the fact that the hogback lies between two existing ridges and is very steep indicate to you that there is a hard core in the center of it?

A It could be, if it hadn't been for that drill hole.

Q And in the lat analysis, Mr. Kibbe, in estimating a job, when you get down to where there is maybe variance, or

A61 matters of discretion, isn't it true you follow your own judgment from what you have seen?

A Well, not necessarily. In this particular case, if I had gone out there to investigate that job to submit a bid, I certainly would have been influenced a long ways with that drill hole, because it is so consistent. It went down without ---- 12

Q Sir, that wasn't my question. I said, in a case where there is going to be a variance from what maybe the plans indicate and what you think, in deciding what to do, do you follow your own judgment, or do you follow the plans?

A I would likely follow my own judgment.

Q One other question, sir: If you knew the State had a geologist, would you have consulted with him before preparing your bid?

A I don't think so.

Q You don't think you would have consulted with him?

A I don't know whether this is right or not, but I developed a quarry in California that turned out to be one of our best that the State of California turned down.

MR. LINDAS: That's right. Not only geologists make mistakes, but contractors and lawyers, too.

We have no further questions.

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REDIRECT EXAMINATION

BY MR. BIGGS:

Q Now, Mr. Kibbe, I don't mean to be argumentative with counsel on this, but you were asked if you would follow your own judgment. You always follow your judgment in everything you do; it is a question of the factors that go into making up your judgment. Isn't that correct?

A Well, of course, any information on the side -- that is all taken into consideration, and, naturally, you may make the final decision, but you are influenced a lot by the information you get.

MR. BIGGS: Certainly.

That's all.

MR. LINDAS: We have no further questions.

THE COURT: Mr. Kibbe, you may step down.

(Witness excused.)

MR. BIGGS: May we have a recess at this time?

THE COURT: Yes, we will recess at this time, ladies and gentlemen, and you will retire to the jury room.

(Recess)

End
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ORVAL E. WALSH was thereupon produced as a witness in behalf of the plaintiff, and having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you please state your full name into the record, General?

A Orval E. Walsh.

Q Where do you reside?

A I live in Portland, Oregon.

Q How long have you lived in Portland, Oregon?

A A total of about ten years.

Q About ten years. Prior to that time, General, where had you lived?

A Pretty much all over the United States and a good part of the world.

Q I see. Are you permanently a resident of Portland at the present time?

A Yes, I am.

Q What is your present vocation?

A I am a vice president of the Portland General Electric Company in charge of engineering.

Q How long have you held that position?

A About a year and a half.

Q Prior to that time what was your vocation?

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A I was an officer of the Corps of Engineers.

Q What was your rank?

A Brigadier General, when I retired.

Q When did you retire?

A The end of May, 1954.

Q What is your professional training, General?

A I am a graduate of the Military Academy, in 1916.

Q That is West Point?

A Yes. Then right after the conclusion of World War I I had a postgraduate engineering course at the Engineers' School at Fort Belvoir, which was theequivalent of training for a master's degree.

Q I see. During your Army career have you been in the Corps of Engineers or identified with the Corps of Engineers throughout ?

A Yes, my whole service.

Q Would you just tell us briefly what various positions you have held--I don't mean every position but generally the high points of your rise up the ladder from Second Lieutenant to your retired rank.

A I have had a normal amount of troop duty, maybe 25 per cent of the time, which was employed in actually using troops for construction projects. The balance of the time I served in river and harbor work, which we call civil functions, where we had supervision over the construction of flood control projects, navigation and military construction in various parts of the country. I served for five years in Kansas City, Missouri, three years as engineer in charge of all construction in the Missouri basin. I had three years as district engineer at Nashville, Tennessee, where we built three large hydroelectric projects, and I had six years in the North Pacific area.

Q What area would that include?

A That includes most of Oregon, Washington, Idaho, part of Montana and Alaska. During that period we undertook and started work on McNary, The Dalles, Chief Joseph, Detroit, Meridian, Dorena and several other smaller projects.

Q That is all within the North Pacific area, and the names you have given are names of dams on the streams in this territory, is that correct?

A That is correct.

Q The Dalles--is that The Dalles, Oregon, and McNary and Chief Joseph also are on the Columbia River?

A Yes.

Q And Detroit on the North Santiam?

A Yes, on the Santiam just eastof Salem here.

Q What position did you hold on your last tour of duty in Portland, Oregon?

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A I was division engineer of the North Pacific division.

Q Does that mean the chief engineer of this whole area?

A Yes, sir.

Q In connection with your wartime activities, General, where were you located and in what kind of construction work were you engaged?

A Initially I was at Nashville, Tennessee, where we were building various types of military installations, camps and T.N.T. installations, and things of that nature. Then I went out to the South Pacific to Australia, New Guinea and Japan.

Q During all that time were you engaged in various types of construction?

A Yes.

Q After the war years, in what other areas of the world did you serve, in construction?

A I got here in January, 1946, and stayed until February, 1952. Then I went over to French Morocco, building airfields and related installations. I had charge of work in Libya, Saudi Arabia and Turkey for approximately a year. Then I moved to Paris, France, and had charge of the military construction in Paris, and then later in parts of Italy, France and Greece.

Q You retired in what year?

A May, 1954.

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Q Then came to Portland to make your permanent home ?

A That is correct.

Q What experience in connection with this construction work, General, have you had in the construction of highways, first?

A I have had quite a good deal of highway construction in connection with both military installations, where we have had to put in all of the roads, hard stands for heavy equipment and so forth, and in almost every major dam there is a lot of relocation work in connection with both highways and railroads.

Q In connection with any of the Columbia River dams, state whether the Engineers were required to construct relocation roads.

A Yes, we were on both The Dalles dam and McNary dam.

Q How extensive was that construction, General, highway construction?

A I believe the McNary job had somewhere close to 50 miles of relocation work involving that highway, and almost that amount of railroad. At The Dalles dam, it amounted to some 20 miles, and Detroit dam approximately 10 or 12 miles total; and at Meridian about the same amount.

Q And in other parts of the world have you been required to relocate and construct highways?

A In other parts of the world, mainly new construction.

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Q New construction, yes, sir. What has been your particular responsibility on those projects, General?

A On projects here in Oregon?

Q Yes, sir.

A I started out as district engineer of the Portland district, where we were charged with the full engineering design of jobs, advertising and awarding of contracts and then the administration of those contracts. The last three years as division engineer, I supervised four districts who did that type of work, and in the event of any appeals from the ruling of the contracting officer, they usually came to me for decision.

Q Were you then functioning in the capacity of the contract officer in most of those contracts, General?

A On a great part of them during the first three years, yes, sir.

Q Yes. From your experience could you tell us what the ordinarily prudent contractor, what sources of information are available to him in estimating the cost of the construction of highways, General?

A Normally he has to depend to quite a large extent on the information that is included in the plans and specifications for a particular job, plus the inspection that he makes of that particular job site, his background of experience in similar work. And if any special problems exist in

k-52

relation to a job, the contractor is usually taken out and shown, and has those special provisions which should be brought to his attention explained to him.

Q What data relative to the quality of material that may be encountered in the project are reflected by the designing engineers in their drawings, General, and how?

A Normally the quantities are figured so that you will have a balanced cut and fill, on highway and railroad work. And the type of the material to be used is usually determined by whether or not you have compaction or swell, as a result.

Q Do competent designing engineers, in preparing drawings, show the type of materials by whether the materials will swell or compact in embankment?

end
P-5

A In most cases that is shown, yes.

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Q (By Mr. Biggs) Where you have a balanced job in that the type of materials when removed from excavation would exactly fill the embankments, but measured in excavation they exceed the measurement in embankment, what does that indicate?

A Normally indicates a hard material.

Q Now where quantities of excavation exceed the measurement in embankment.

A That indicates that you are working with a material that is subject to compaction.

Q If the reverse is true -- that is, the quantities of excavation are less than those shown in embankment -- that is, when they are actually measured in their original state and show less than those same materials show when they are placed in embankment -- what does it indicate?

A Normally, rock.

Q Because of swell?

A Because of the fact that it cannot be compacted back into the same space that it originally occupied.

Q Where a contracting agency,—the State, the Highway Commission, the federal government, or who else -- letting the contract makes subsurface borings from which a drill log is prepared, and makes that available to a contractor, does the ordinary, prudent contractor place any reliance

A64 upon that log in his estimate of the probable costs of the job?

A I think that they do, because I know that that is the basic data on which the original engineering has been done.

Q At Mr. McDougall's request, General Walsh, have you studied the data of the type you have just referred to -- the drawings of the State Highway Commission on this job, the Low Pass Section of the Siuslaw Highway, made an inspection of the site, and studied the drill log to arrive at a conclusion as to what materials would likely be encountered, or what type of materials would likely be encountered in the Big Cut?

A Yes, I have.

Q Would you just tell the jury what study you have made and what you have done?

A I made a trip down through that area on the 29th of last month, went first over the old highway and inspected the various cuts, some of which were side hill cuts and some of which were through cuts, observed the type of material in those, paid particular attention to the materials at the top of the old cut, and then proceeded on west down to the point where the old highway joined the new highway on the downhill trip, making the same observations, and then getting out of the car and looking

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